

An aerial photograph of a modern highway interchange. A curved pedestrian bridge with a glass railing spans across the road. Below the bridge is a large, landscaped roundabout with intricate floral patterns in yellow, green, and purple. Several cars are visible on the road, including a green car. People are walking on the bridge and around the roundabout. The overall scene is well-maintained and modern.

# Southbound Insurance (Tourist Insurance).

English Version - Courtesy Translation

CHUBB®

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## Southbound Insurance (Tourist Auto)

### First Section Special Provisions

The Insurer is bound to compensate for damage suffered or caused only, within the Mexican Territory, by the vehicle(s) insured which are listed in the Certificate of Insurance and/or Policy Specification according to the Special and General Provisions of this Policy and during its validity and whose coverage appears as insured in the Certificate of Insurance and/or Policy Specification.

**This policy shall not be valid in any jurisdiction other than the courts of the Mexican Republic, and only the laws and legal procedures in effect shall be applicable. Only the claims of events that occur during the stay of the Insured in the Mexican Republic and within the period of the policy shall be effective.**

**Important: this policy is not an all risk insurance policy and therefore it only covers the agreed mentioned risks and taken out which are shown on the certificate of insurance and/or policy specification.**

**For this insurance coverage to be valid, all claims shall be reported to the insurer before leaving the Mexican Republic. If the insured does otherwise, the insurer shall be free of any and all obligations of the contract of this policy and shall not pay any compensation derived from a claim affecting any of the agreed coverages, except in the cases of force majeure or unforeseen circumstances, as stated in the ninth Clause Item B.**

### 1<sup>st</sup> Clause. Definitions

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For all purposes of this Policy, the following words and phrases shall have these meanings unless the context requires a different meaning:

#### 1. Traffic accident

All external, sudden, unforeseeable and violent event, causing material damage to one or more objects and/or injury to one or more persons, involuntarily caused by the driver as a result of the Use of the Insured Vehicle.

#### 2. Insured

For the purposes of this insurance, the Insured is any person who drives the insured vehicle with the consent, whether expressed or tacit, of its owner, who could be a vehicle rental agency.

#### 3. Insurer

This refers to Chubb Seguros México, S.A.

**4. General Average**

According to the Mexican Law of Navigation, article 157: "General average is when, intentionally and reasonably, any sacrifice has been made or any extraordinary expenses have been incurred for joint benefit, with the objective of keeping the properties engaged in a common risk to water navigation from an impending peril".

**5. Impassable road**

Road closed to traffic, destroyed, of difficult, rough or complicated movement, which does not allow free movement of the insured vehicle, or that are not recognized by the authority as a lane for vehicles.

**6. Collision**

It is the impact, in a single event, of the vehicle with one or more objects including the vehicle itself and, as a result, suffers material damage.

**7. Basic coverage**

Insurance policies that have contracted only one or some of the coverages specified in Clause 2. Insured Risk and Property, and that have not contracted the coverage established in Clause 3. Platinum Endorsement.

**8. Contracting party**

Natural or legal entity whose insurance proposal has accepted the Insurer under the terms of this Policy, based on data and reports provided by it, who has the legal obligation under the Policy, as well as payment of the corresponding premium.

**9. Deductible**

Economic amount that is stated in the policy to be deducted from any payment, that is invariably borne by the Insured or Beneficiary as a result of the involvement of some of the Coverage covered in the title page and/or specification of this Policy.

**10. Drunkenness**

A drunken (or alcoholic) state shall mean having a blood alcohol content of more than 80 milligrams per hundred square centimeters in the take tests from the insured's body. The professional opinion of an authority's expert, the results of toxicology taken tests, or the physical examinations conducted by physicians or authorized medical institutions will be enough proof for the Insurer to recover the payment in the event of a claim.

**11. Policy**

It is this insurance contract including its appendices, certificate of insurance, specifications, other certificates and the endorsements sent out by the Insurer, as well as the insurance application and questionnaires, which represent proof of an insurance contract entered into between the Insurer and the Insured.

**12. Total Theft**

It is the seizure of the Insured Vehicle against the will of the owner, Insured or driver thereof, whether it is parked or in circulation.

**13. Partial Theft**

Partial Theft means the seizure by a third party of one or more parts of the Insured Vehicle, against the will of the person who may use it under the law.

**14. Named Risk Insurance**

Named Risk Insurance covers the Insured only for specifically described risks in the Policy.

**15. All Risk Insurance**

All Risk Insurance covers the insured for any risk, except for those which are specifically excluded from the Policy.

**16. Vandalism**

Destructive behavior that usually appears in public spaces with attacks on the property of others and often expressed through violence, simply to destroy someone else’s property.

**17. Insured Vehicle**

For the purpose of this insurance, the insured vehicle shall be understood as the means of motorized transportation covered by the Insurer, which is driven on conventional land roadways within the Mexican Republic; such vehicles are:

- Private passenger automobiles
- Pickup trucks -SUVs (Sport Utility Vehicles)
- Motor Homes
- Minivans
- Motorcycles
- Trailers -Wagons
- Minivans
- Vans
- Recreational vehicles, as long as the accident occurs within conventional roads.

The text of the policy will invariably use the term "insured vehicle", which may relate to one or more vehicles insured inside the same policy.

**18. Rollovers**

It is the event during which by the loss of control, the vehicle turns, flips or rises, whole or in part, on the surface that it moves or circulates.

**2<sup>nd</sup> Clause. Insured Risks and Property**

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**Item 2.1 Physical Damage**

When shown as covered in the Certificate of Insurance and/or Policy Specification, the following risks shall be covered up to the amount of the established limit in the Certificate of Insurance and/or Policy Specification working as a combined maximum:

**a) Collisions, Overturning and Glass Breakage**

Physical damage suffered by the insured vehicle as a result of collision, overturning and/or glass breakage

**b) Fire, Electric Storms, and/or Explosion**

Physical damage suffered by the insured vehicle arising out of fire, electric storms and/or explosion.

**c) Forces of Nature**

Physical damage suffered by the insured vehicle as a consequence of cyclones, hurricanes, hail, earthquake, volcanic eruption, avalanche, flooding caused by the overflowing of rivers, lakes or inlets, land or rock, slides or sinking, collapse of buildings, structures and other similar objects, and collapse of trees or their branches.

**d) Strikes and Riots**

Physical damage suffered by the insured vehicle due to direct actions of people taking part in work stoppages, strikes, labor disturbances, riots or popular uprisings; malicious people during such acts or the repressive measures taken by the legally recognized authorities intervening in those acts as they exercise their duties.

**Damages caused by vandalism are expressly excluded.****e) Transportation of the Insured Vehicle**

Physical damage caused by stranding, sinking, fire, explosion, collision, overturning, or derailment of the transport means in which the insured vehicle is carried, either by land, air or water, including the fall of the insured vehicle into the sea during the loading, transshipment or unloading of a ship and the contribution of the Insured to the general average and the salvaging fees for which the Insured might be liable.

**f) Towing Expenses**

For claims that deserve compensation under the terms of this Policy, the Insurer will cover, up to the sublimit of the established limit in the Certificate of Insurance and/or Policy Specification, the towing expenses necessary to move the vehicle to the place designated by the Insurer to be repaired. Expenses for the necessary maneuvers to leave the insured Vehicle in the conditions needed to be moved are also covered.

We also cover the costs of the insured vehicle while impounded and/or its custody for up to a maximum limit of \$50.00 US Dollars per event.

**Important: all repair costs for the insured vehicle shall be calculated according to labor costs in effect in the Mexican Republic; otherwise, the maximum cost established in the certificate of insurance and/or policy specification shall be applied in the event that the insured vehicle is repaired in the United States of America or Canada.**

**If the insured decides to move his/her vehicle to a place other than the one designated by the insurer, or incurs expenses without the insurer's previous authorization, the insurer shall only cover this item up to the limit established in the certificate of insurance and/or policy specification.**

**Deductible for Item 2.1 Physical Damage**

The Insurer shall pay for property damage or losses that exceed the deductible as a percentage of the agreed limit (or the mandatory minimum, depending on the case) to be borne by the Insured and shown on the Certificate of Insurance and/or Policy Specification. This deductible shall be applied every time a compensable accident occurs and for each insured vehicle under the terms of these items.

**Item 2.2 Vehicle Total Theft**

When shown as covered in the Certificate of Insurance and/or Policy Specification, the total theft of the insured vehicle shall be covered, as well as property damage suffered by the insured vehicle as a consequence of its total theft, in the event that the Insurer is able to recover it and the Insured wishes to keep it.

**Deductible for Item 2.2 Vehicle Total Theft**

In each reported claim, the Insured shall be responsible for the payment of the deductible in percentage of the agreed limit (or the mandatory minimum, depending on the case) to be borne by the Insured and shown on the Certificate of Insurance and/or Policy Specification.

This deductible shall be applied for each one of the vehicles insured in this Policy and the Insurer shall only pay for the damages that exceed the deductible.

**Item 2.3 Medical Expenses for Occupants of the Insured Vehicle**

When shown as covered in the Certificate of Insurance and/or Policy Specification, the cost of the medical expenses listed below, arising out of bodily injuries suffered by the Insured, or any person occupying the vehicle, in traffic accidents or as a consequence of the total vehicle theft using violence while they are inside the closed cabin intended for the transportation of people, shall be covered.

In the event of an incident affecting this coverage, the liability limits per person and per event shall be those indicated in the Certificate of Insurance and/or Policy Specification.

If, at the moment of the accident, the insured liability limit per person multiplied by the number of occupants exceeds the limit per event, only the limit per event distributed proportionally among the number of occupants shall be paid. If there were a remainder of the limit to be distributed as a result of the medical discharge of the rest of the injured people with the expenses paid, or else, if the funeral expenses were paid for, this remainder shall be taken and distributed again proportionally to cover the missing part of the other injured without ever exceeding the liability limit per insured person.

The Insurer’s obligation shall automatically cease when the effects of the injury disappear, either through recovery of the injured person or death of the same as a consequence of the incident.

Medical Expenses for Occupants covered under this item as a combined maximum are:

**A. Hospitalization**

Food and hospital room, physical therapy, related hospital expenses, and in general, drugs and medicine prescribed by a doctor.

**B. Medical Attention**

All necessary medical services provided by licensed doctors, excluding chiropractors.

**C. Nurses**

The cost of the services provided by nurses with a nursing degree or a license to practice.

**D. Ambulance Services**

Expenses incurred for the use of a land ambulance, when necessary.

**E. Funeral Expenses**

The expenses paid under this item are a sublimit of the coverage for the medical expenses for occupants up to the limit, per person and per event, indicated in the Certificate of Insurance and/or Policy Specification. The maximum limit per event shall be proportionally distributed among the number of deceased occupants, without exceeding the aforementioned limit per person. Such expenses shall be reimbursed upon submission of the respective receipts.

**F. Loss of Body Parts**

The expenses paid under this item are a sublimit of the coverage for the medical expenses for occupants up to the limit, per person and per event, indicated in the Certificate of Insurance and/or Policy Specification if during the validity of this insurance and as a direct result of a car accident suffered by the Insured or any occupant, within 90 calendar days following the date of the accident, the injury were to produce any of the losses listed below, the Insurer shall pay the following percentages of the aforementioned sublimit:

**Compensation table**

For the loss of	% del Límite Contratado
Life	100%
Both hands or both feet or the sight of both eyes	100%
One hand and one foot	100%
One hand or one foot and the sight of one eye	100%
One hand or one foot	50%
The sight of one eye	30%



The thumb of either hand	15%
The index finger of either hand	10%

The loss of any named part shall be understood as follows:

- For the loss of a hand: the mutilation, ankylosis or loss of the total motor skills starting at the carpometacarpal joint or above it (at the wrist or above it);
- For the loss of a foot: complete mutilation, ankylosis or loss of the total motor skills starting at the tibiotalarsus joint or above it;
- For the loss of fingers: the mutilation, ankylosis or loss of the total motor skills starting at the metacarpal or phalange metatarsal joint, whatever the case, or above it (between the start and the end of the knuckles);
- As for the eyes, the complete and irreparable loss of sight.

**Deductible for Item 2.3 Medical Expenses for Occupants**

This coverage works without a deductible.

**Item 2.4 Third Party Liability (CSL – Bodily Injury and Property Damage)**

When shown as a covered item in the Certificate of Insurance and/or Policy Specification, the liability incurred by the Insured or any other person operating the vehicle with the Insured’s consent, whether expressed or tacit, and as a consequence of such use it causes damage to third parties on their property and/or bodily injuries or the death of third parties (others than the occupants), shall be covered, including the compensation for moral damage, legally related.

The maximum limit liability of the Insurer in this coverage is established in the Certificate of Insurance and/or Policy Specification and decreases with every claim of the compensable amount in each event that involves liability occurring during the validity of the policy.

For trucks with trailers, only the Liability caused by the first trailer shall be covered, provided that it is towed by the truck; unless otherwise agreed, the second trailer shall not be covered.

**Deductible for Item 2.4 Third-Party Liability (Csl Bodily Injury and Property Damage)**

This coverage works without a deductible.

**Item 2.5 Special Equipment**

When shown as covered in the Certificate of Insurance and/or Policy Specification, Special Equipment shall be covered for the following risks:

- a) Material damage suffered by the special equipment installed in the vehicle as a consequence of the risks indicated in Item 2.1 Physical Damage.
- b) Theft, damage or loss of special equipment as a consequence of total vehicle theft and the physical damage or loss listed in Item 2.2 Total Vehicle Theft.

The cost of the special equipment of the insured vehicle shall be added to the vehicle’s value, thus comprising the limit for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft.

For the purposes of this contract, special equipment shall mean lettering, advertisements, radios, clocks, fog and spot lights, outside mirrors, visors and other accessories and, in general, any part, accessory or sign installed in, the insured vehicle in addition to the parts or accessories originally adapted by the manufacturer in each model and specific type launched into the market, provided they were installed by a mechanic shop authorized by the brand of the vehicle, as long as the insured presents proof of purchase and installation of the equipment.

In no case shall the compensation exceed the real value of the property at the date of the claim, nor the LIMITS contracted in Item 2.1 Physical Damage and Item 2.2 Total Vehicle Theft; in addition, an annual depreciation of 10% of the purchase value shall be applied.

**All sound and video equipment and game consoles inside the insured vehicle are specifically excluded from the coverage described in this item.**

#### **Deductible for Item 2.5 Special Equipment**

The same deductibles for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft shall apply to this item.

#### **Item 2.6 Trailers and Boats**

When shown as covered in the Certificate of Insurance and/or Policy Specification, the following property shall be covered in addition to the insured vehicle:

##### **a) Personal Trailers**

A Personal Trailer shall be understood as a tug boat, trailer tent, motor home or cargo trailer, **excluding the household items and personal belongings within.**

The indicated Trailer in the Certificate of Insurance and/or Policy Specification shall be covered for all the risks included in the following items:

- 2.1 Physical damage (even if the trailer is unhooked)
- 2.2 Total Theft of the Trailer (even if the trailer is unhooked)
- 2.4 Third-Party Liability (only when the trailer is hooked to the insured vehicle)

The cost of the trailer shall be added to the vehicle's value, thus comprising the limit for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft.

Regarding Third-Party Liability, this does not mean an increase in the LIMITS, but only the extension of those covered in the policy.

**In no case shall vehicles towing more than one trailer be covered.**

##### **Deductible for Personal Trailers**

The same deductibles for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft shall apply to this item.

##### **b) Commercial Trailers and/or Leased**

This policy does not cover Leased Commercial Trailers unless mentioned in the Certificate of Insurance and/or Policy Specification the only coverage that applies for Commercial Trailers is shown in Items 2.1 Physical Damage and 2.2 Total Vehicle Theft.

The cost of the trailer shall be added to the vehicle's value, thus comprising the limit for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft.

##### **Deductible for Commercial Trailers and/or Leased**

The same deductibles for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft shall apply to this item.

**c) Boats**

Boat shall be understood as the vessel indicated in the Certificate of Insurance and/or Policy Specification and the platform or personal trailer when this is hooked to the insured vehicle towing it as a single unit.

Boats shall be covered provided they are on a platform or personal trailer even when the boat is unhooked from the insured vehicle. Boats shall be covered under all the contracted items shown as such in the Certificate of Insurance and/or Policy Specification.

**The coverage of Item 2.4 Third-Party Liability shall not apply if the boat is separated from the trailer transporting it.**

The cost of the boat shall be added to the vehicle's value, thus comprising the limit for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft.

The inclusion of boats and trailers does not mean an increase in the LIMITS for Items 2.3 Medical Expenses for Occupants and 2.4 Third-Party Liability, but only the extension of those covered in the policy.

**This insurance does not cover damages suffered or caused by the boat while being loaded or unloaded from its trailer or platform and/or while it is in the water.**

**Deductible for Boats**

The same deductibles for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft shall apply to this item.

**Item 2.7 Motorcycles**

Motorcycle shall be understood as any motorized vehicle with two wheels intended for legal use on the street, which shall be covered by this insurance provided it is specifically indicated in the Certificate of Insurance and/or Policy Specification.

The Motorcycle(s) shall be covered under all the contracted items shown as such in the Certificate of Insurance and/or Policy Specification, **except for Item 2.3 Medical Expenses for Occupants, which under no circumstances can be contracted for the use of motorcycles.**

In addition, the only coverage that could be agreed upon for mountain motorcycles ("dune buggies," ATVs, ATCs or mopeds) or any other motorcycle that does not fit the aforementioned definition, is Item 2.4 Third-Party Liability.

**Deductible for Item 2.7 Motorcycles**

The same deductibles for Items 2.1 Physical Damage and 2.2 Total Vehicle Theft shall apply to this item. No deductible will apply for Third Party Liability coverage.

**Exclusions – Motorcycles**

**In addition to the General exclusions set forth in this agreement, for this paragraph shall apply the following exclusions:**

- **Motorcycles towing a trailer or a side car.**
- **Motorcycles attached or "tied" to the insured vehicle unless mounted on the bed of a pickup truck.**
- **Motorcycles running on rough dirt tracks or on non-conventional or illegal roads.**

### 3<sup>rd</sup> Clause. Platinum Endorsement

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The Insured may contract the following fixed coverage package called Platinum Endorsement, which offers the advantage of greater coverage due to subsections of Clause 2. Insured Risk and Property, is extended and includes what its indicated below:

#### Item 2.1 Physical Damage

##### Coverage Extension

###### A. Vandalism

This is construed to mean the intentional and malicious damage to or destruction of the Insured Vehicle. The deductible amount established for Item 2.1 Physical Damage applies to this coverage.

###### B. Increased labor cost covered to repair damages suffered or caused by the insured vehicle.

The covered labor cost to repair the damages suffered by the insured vehicle shall increase, provided that it has been decided to repair the vehicle in the United States of North America or Canada.

The maximum cost of labor per hour shall be that which appears as valid in the Certificate of Insurance and/or Policy Specification, and which shall be expressed in dollars, the legal currency in the United States of North America.

If the labor cost to be compensated exceeds 60% of the Insured Vehicle's value, then it shall be considered a total loss according to the 11th Clause Assessment and Damage Compensation, Item B further described.

###### Limits

The amount indicated in the Certificate of Insurance and/or Policy Specification.

###### Deductible

A fixed deductible shall be applied, not a percentage of the limit; thus, a minimum deductible does not apply. The deductible shall be that shown on the Certificate of Insurance and/or Policy Specification

#### Item 2.2 Vehicle Total Theft

##### Coverage Extension

###### Partial Theft

This endorsement binds the Insurer to indemnify for the theft of permanently installed parts and accessories in the Insured Vehicle, **excluding sound and video players and recording equipment such as radios, CB, UHF and/or VHF radios, televisions and/or videogames consoles**, unless such equipment has been originally installed by the manufacturer of the insured vehicle.

When agreeing upon this endorsement, the Exclusion m) from the 3RD CLAUSE General Exclusions shall be automatically ineffective.

###### Limits

The amount indicated in the Certificate of Insurance and/or Policy Specification

###### Deductible

A fixed deductible shall be applied, not a percentage of the limit; thus, a minimum deductible does not apply. The deductible shall be that which appears in the Certificate of Insurance and/or Policy Specification.

## Item 2.3 Medical Expenses for Occupants of the Insured Vehicle

### Coverage Extension

**a) Additional Sum Insured in excess of the Limits for Medical Expenses for Occupants**

This endorsement will increase the limit per event for Medical Expenses for Occupants according to the amount shown on the Certificate of Insurance and/or Policy Specification.

Without this endorsement, the Insured will not be able to agree upon a limit higher than the one stipulated in the Certificate of Insurance and/or Policy Specification with this Insurer.

**b) Additional Sum Insured in excess of the Limits for Medical Expenses for Occupants when the liable Third Party is uninsured**

When an uninsured third party liable for an accident (specifically Third-Party Liability coverage), the limit of the coverage for Medical Expenses for Occupants shall be increased according to the amount established in the Certificate of Insurance and/or Policy Specification.

**Deductible**

No deductible applies.

## Item 2.4 Third-Party Liability (CSL Bodily Injury and Property Damage)

### Extension of the Coverage

**Additional Sum Insured in excess of the Limits for Third-Party Liability**

This endorsement will increase the limit per event for Third-Party Liability according to the amount shown on the Certificate of Insurance and/or Policy Specification.

Without this endorsement, the Insured will not be able to contract a limit higher than the one established in the Certificate of Insurance and/or Policy Specification with this Insurer.

**Deductible**

No deductible applies.

## 4<sup>th</sup> Clause. General Exclusions

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**Under no circumstances this insurance will cover:**

- a) Any indirect injury, expense, loss or damage suffered by the insured, including the loss of vehicle use.**
- b) Civil liability for death or for bodily injury suffered by the driver of the insured vehicle or another occupant, except for medical expenses covered in the section on medical expenses for occupants. It does not assume liability for international offenses that occur to the owner or driver of the vehicle.**
- c) Except for any written agreement done otherwise, the expenses and fees for legal defense of the driver, the insured or the owner of the indicated vehicle in criminal proceedings due to any accident; it does not cover the cost of bonds, fines or guarantees of any kind, nor does it cover penalties or any obligation other than damage repair.**
- d) The services for which the insured is liable due to accidents suffered by the occupants of**

the vehicle which result in criminal liability or professional risks.

- e) **Liability when material damage is caused to:**
  - **Property found in the insured vehicle.**
  - **Property found in the custody or liability of the insured, driver or owner of the insured vehicle.**
  - **Property that belongs to employees, agents or representatives of the insured, driver or owner of the insured vehicle, while they are in the premises of the latter.**
  - **Property that belongs to people that are financially dependent on the insured, driver or owner of the insured vehicle.**
- f) **Liability for damage to third parties when people are financially dependent on the insured, or when they are at their service at the time of the loss**
- g) **Property loss or damage suffered or caused by the vehicle due to driving on non-conventional roads or conventional roads in impassible conditions.**
- h) **When the vehicle is directly involved in speed or resistance competitions or safety tests.**
- i) **Damage suffered or caused by the insured vehicle when it is used for the teaching or driving or operation training.**
- j) **Damage suffered or caused by the insured vehicle when it is being used to tow vehicles, trailers or boats, unless the trailer, vehicle or boat is specifically covered in this policy.**
- k) **Damage suffered or caused by the insured vehicle when its driver does not have a valid license or permit to drive in Mexico or the equivalent from his/her country of origin and of a suitable type to drive the insured vehicle, unless he/she cannot be accused of any serious guilt, lack of skill or negligence in the accident.**
- l) **Damage suffered or caused by the vehicle when driven by a person under the influence of alcohol or unprescribed drugs if these circumstances directly influence in causing damage in the accident, unless the driver cannot be accused of any serious guilt, lack of skill or negligence in the occurrence.**
- m) **Theft of parts or accessories unless it is a direct consequence of total theft of the insured vehicle, unless platinum endorsement has been purchased as described in the 3rd clause of the specific provisions of this policy.**
- n) **Vandalism is excluded unless the insured has acquired the platinum endorsement mentioned in the 3rd clause of the specific provisions of this policy.**
- o) **Physical damage suffered by the insured vehicle due to lack or loss of oil in the engine, transmission, gearbox, etc., Or due to lack or loss of water in the radiator.**
- p) **Mechanical failure or lack of resistance of any part of the insured vehicle as a result of its use, unless directly caused by one of the risks covered by this policy.**
- q) **Loss or damage inflicted on the insured vehicle as a result of military activity, whether due to foreign or civil war, insurrection, subversion, rebellion, invasion, expropriation, requisition, confiscation, seizure or detention by legally recognized authorities in the exercise of their duties, or due to any other similar cause in which they intervene in such acts. Loss or damage suffered or caused by the insured vehicle will not be covered when it is used for any military service with or without consent of the insured.**
- r) **Loss or damage caused by the normal action of tides, even if it causes flooding as a consequence of exposing the insured vehicle to the tide.**
- s) **Loss or damage due to natural wear of the insured vehicle or of its parts, as well as depreciation of the vehicle.**
- t) **Damage suffered or caused by the insured vehicle for overloading it or submitting it to**

**excessive traction for its resistance or capacity. In these instances, the insurer is not liable for damage inflicted on viaducts, bridges, avenues or any other public route or underground object or facility, whether due to vibration or to the vehicle's weight or that of its load.**

- u) Civil liability for moral damage to occupants of the insured vehicle.**
- v) Injuries and automobile accidents caused by the driver when the vehicle is used for suicide or any other similar intent or voluntary mutilation, even if the driver is in a state of mental insanity.**
- w) Any acknowledgement of debt, transaction or any other judicial act of similar nature, done or concerted without the consent of the insurance company. The above according to the provisions of article 148 of the law on the insurance contract**
- x) There is no coverage of medical expenses for people who occupy any trailer even if the trailer is covered by this policy.**
- y) Vehicles used for public transport or for the transport of goods.**
- z) The loss or damage sustained or caused by an insured vehicle registered in the Mexican Republic.**

## **5<sup>th</sup> Clause. Sums Insured**

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The Insured shall be responsible for setting and updating the LIMITS indicated on the Certificate of Insurance and/or Policy Specification; they shall constitute the maximum limit of responsibility of the Insurer in the event of an occurrence and shall be set according to the following:

1. In the case of paragraphs 2.1 Physical Damage and 2.2 Total Theft, the insurer limit of liability for private cars, pick-up trucks, mobile homes and motorcycles shall be the value declared by the insured that appears on the cover and/or specification of the policy.

If the Insurance Company decrees the total loss of the vehicle, for Physical Damages or Total Theft, they will pay up to the maximum contracted limit shown on the declarations page and/or specification of the policy, while never exceeding the reference value described below:

### **I. In the event of having contracted only Basic Coverage:**

- a) Average value reported between "Total Lending Value" and "Suggested Retail Value" by the guide "Kelley Blue Books KARPOWER Online" published by Kelley Blue Book Co., California, United States, effective on the date of the loss.
- b) In case of failure to meet the reference value of the insured vehicle in the guide described in the preceding paragraph, we will use the "Average Trade-In" published by N.A.D.A. "National Automobile Dealers Association" or "CCC Information Services", effective on the date of the loss.
- c) For vehicles with a Salvage history previous to its insurance in this contract and/or are restricted or prohibited for circulation in the country of origin, and the Certificate of Title includes the legend "Salvage", "Parts only", "Destruction", "Assembled parts", "Dismantlers", "Non repairable", "Non re-buildable" "Not street legal", "Junk", "Crush", "Scrap", "Seizure/Forfeiture", "Offhighway use only", "Not eligible for road use", the Insured Sum shall be 50% of the value that corresponds according to the provisions of subsections a) or b) above mentioned.

### **II. In the event of having contracted the Platinum Endorsement:**

- a) Value reported as "Suggested Retail Value" by the guide "Kelley Blue Books KARPOWER Online" published by Kelley Blue Book Co., California, United States, effective on the date of the loss.

- b) In case of failure to meet the reference value of the insured vehicle in the guide described in the preceding paragraph, the "Trade-In" published by N.A.D.A. "National Automobile Dealers Association" or "CCC Information Services", effective on the date of the loss.
  - c) For vehicles with a Salvage history previous to its insurance in this contract and/or are restricted or prohibited for circulation in the country of origin, and the Certificate of Title includes the legend "Salvage", "Parts only", "Destruction", "Assembled parts", "Dismantlers", "Non repairable", "Non re-buildable" "Not street legal", "Junk", "Crush", "Scrap", "Seizure/Forfeiture", "Offhighway use only", "Not eligible for road use", the Insured Sum shall be 50% of the value that corresponds according to the provisions of subsections a) or b) above mentioned.
2. For Items 2.3 Medical Expenses for Occupants and 2.4 Third-Party Liability, the limit will be set through a mutual agreement by the Insured and the Insurer.
  3. For Items 2.5 Special Equipment and 2.6 Trailers and Boats, the limit must be set according to the real value, supported by an appraisal or invoice value.

## 6<sup>th</sup> Clause. Sums Insured Reinstatement

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All compensations paid by the Insurer shall equally reduce the limit of any of the coverages affected by the claim; however, if the Insured requests it, it may be reinstated upon the Insurer's approval and with the payment of the corresponding additional premium.

## 7<sup>th</sup> Clause. Currency

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Both the Premium charge and compensations to be paid by the Insurer shall be made in US dollars or the equivalent in national currency following the monetary law in effect. Payments in foreign currency will be paid in Mexican Pesos according to the exchange rate established to settle liabilities named in foreign currency payable in the Mexican Republic, published by the Bank of Mexico in the Official Journal of the Federation (Diario Oficial de la Federación) on the date of payment.

## 8<sup>th</sup> Clause. Limits of Territory

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This policy is applicable only within the borders of the United Mexican States.

## 9<sup>th</sup> Clause. Obligations of the Insured in the Event of a Claim

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In the event of a claim, the insured is bound to:

- a) **Precautions:** When an incident happens, the Insured will be bound to exercise all actions to avoid or minimize damage. If there is no danger due to the delay, he/she will ask for directions from the Insurer and must abide by them.

Expenses incurred by the Insured which are not specifically inadmissible will be covered by the Insurer and if the Insured acts according to the Insurer's instructions, these expenses will be paid in advance.

If the Insured does not comply with the aforementioned duties, the Insurer's liability will be limited to compensating the Insured for the suffered damage only up to the amount that would have been paid had the Insured complied with such obligations.

- b) **Notification of an Occurrence:** When an occurrence covered by this policy takes place, the Insured will be bound to notify the Insurer as soon as he/she knows about the incident within a maximum 5 day period, except in cases of force



majeure or unforeseeable circumstances, thus notifying upon the end of the mentioned event and before leaving the Mexican Republic; failure to notify within the herein stated period of time shall result in reducing the compensation to the amount that would have been paid had the Insurer received prior notification.

If the Insured fails to notify the Insurer within the Mexican Republic, the Insurer shall be freed from all its obligations derived from this policy.

The insurer will have the right to require the insured or a beneficiary all sorts of information about the facts related to the incident and by which the circumstances of their realization of the claim can be determined as well as the consequences of the same.

- c) **Notice to the authorities:** Submit formal complaint before the competent Mexican authorities, in the case of theft or other criminal acts that can be a cause of claims under this policy, as well as cooperate with the insurer to achieve the recovery of the vehicle or of the amount of damages suffered.
- d) **Concurrence of Coverages:** In case of concurrence of coverages, the Insured will have the obligation to present the claim to the insurer of his country of origin. Likewise when the insured drives inside toll roads, he will need to cooperate and submit a claim against the toll road insurer, to the Secretary of Communications and Transportation (SCT) or to any other involved party in the concurrency.
- e) **Remittance of documents:** The Insured is bound to inform the Insurer, as soon as he/she gains knowledge, of claims or legal disputes received by him/her or his/her representative(s), remitting the documents or copies received by him/her.

If the Insured fails to comply with this obligation, the Insurer will be freed from covering any corresponding compensation to the affected coverage due to a claim. **The Insurer shall not be bound to acknowledge debts, transactions or any other legal act of a similar nature made or agreed upon with its consent. The admission of a material fact cannot be considered acknowledgement of liability.**

- f) Insured cooperation and assistance to the Insurer. At the expense of the Insurer, the Insured is bound in all civil proceedings that could be started against him/her due to liability covered by the insurance:
- To provide necessary information and evidence required by the Insurer to defend the Insured at the expense of the Insurer, if necessary, or when the Insured does not appear in court,
  - To exercise and assert the actions and defenses that by law corresponds to the Insured,
  - To appear at all civil proceedings,
  - To grant the lawyers, whom the Insurer assigns, powers to represent him/her in the subpoenaed civil proceedings if he/she cannot directly intervene in all processes of such proceedings.
- g) In the event of theft or any other criminal act which could result in a covered claim by this policy, the Insured will immediately notify the corresponding Mexican authorities and will cooperate with the Insurer in order to recover the vehicle or the suffered damage amount. In all cases, the Insurer will acknowledge or reject its liability within 30 days following the date in which it receives all corresponding documentation.
- h) Upon request, the Insured shall grant the Insurer, or whom the Insurer designates, vast powers of attorney to manage the defense or settlement of any claim in his/her name, or to continue the claim for the compensation of damages or any other third-party claim in his/her name and to his/her own advantage as soon as possible.

The Insurer shall have full freedom for the process management or settlement of any claim and the Insured will provide any necessary information or assistance.

- i) Any assistance that the Insurer or its representatives offer to the Insured or third parties should not be construed as acceptance of the claim's admissibility.

### **10<sup>th</sup> Clause. Other Insurance**

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The Insured is bound to immediately give written notification to the Insurer about the existence of any other Insurance hired with another Insurer for the insured vehicle, covering the same risks and for the same interest, indicating the limit and the names of each one of the Insurers, according to article 100 of the Insurance Contract Law (Ley Sobre el Contrato de Seguro).

In accordance with article 102 of the Insurance Contract Law, another or other Insurance(s) covering the same insurable interest, entered into in good faith with the same or different dates and for a higher total amount of the value of the insured interest, will be valid and will bind each Insurer institution to the entire amount of suffered damage within the limits of liability that were insured.

If the Insured intentionally withholds the aforementioned, or if he/she buys multiple Insurances to get an unlawful benefit, the Insurer will be freed of its obligations.

### **11<sup>th</sup> Clause. Assessment and Damage Compensation**

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If the Insured has fulfilled the obligations of the 9th Clause Obligations of the Insured b) Notification of an Occurrence and the insured vehicle is free of any detainment, seizure, confiscation or any other similar situation carried out by the legally recognized Authorities who intervene in such acts in the exercise of their duties, the Insurer will be bound to begin the assessment of damage without default.

If the Insurer does not carry out the suffered damage assessment caused by the vehicle within the 72 hours following notification of the event, as long as it is in accordance with the previous item, the Insured has the right to proceed with the repairs and demand the amount from the Insurer described in this policy, unless that for imputable reasons to the Insured, the damage assessment cannot be made. Completed the valuation and recognized its responsibility, notwithstanding the information in article 71 of the Insurance Contract Law, upon finishing the evaluation and acknowledging its liability, the Insurer will indemnify the owner of the Insured Vehicle with the suffered damage assessment amount t accordingly to the date the loss happened.

Once the evaluation is begun by the Insurer, the suffered or caused damage will not be recognized if the Insured has proceeded in the repair of the vehicle without prior written consent of the Insurer, since this would not allow the Insurer to know about the existence or magnitude of the occurrence and the acts that concurred or influenced the event.

#### **A. Partial Losses**

Compensation of partial losses shall be comprised of the invoice value of parts and labor plus the taxes that they incur in. In all cases, upon making the assessment of losses, the price of parts or accessories on the date the loss happened shall be taken into consideration.

If the Insured chooses to carry out the vehicle's repair in his/her country of origin, labor costs may not be higher than the labor costs stipulated in the Certificate of Insurance and/or Policy Specification.

In the event that the vehicle suffers damages requiring sold-out parts for its repair, the Insurer's liability shall be limited to paying the Owner of the Insured Vehicle the amount for those parts according to the list price at dealerships, plus the installation cost agreed upon by the Insurer and the Insured or, if an agreement cannot be reached, it will be settled by an expert's opinion.

The corresponding deductible will be decreased from the affected sections over the above calculated amounts.

### **B. Total Losses**

When the valuation made by the Company, proves that the Physical Damage to the Vehicle exceeds 60% of the sum insured that corresponds to the contracted policy at the time of the loss, the Company, previous to the authorization of the Insured, may consider the vehicle as a total loss; however payment may not in any case exceed 75% of the commercial value stipulated in clause 5th. INSURED AMOUNTS minus its respective deductible, since it is a foreign vehicle temporarily imported into national territory and in no case the Company will pay and/or acquire the property salvaged from the Vehicle.

If the assessment made by the Company for Physical Damage exceeds 75% of the sum insured, the Company will consider that the Vehicle is a Total Loss and only pay 100% of the Commercial Value minus your deductible once the Insured confirms donation and destruction of the vehicle by Mexican authorities through the corresponding records or when the Insured delivers to the Company, by endorsement, the Certificate of Title of the country of origin, exempt from any tax, otherwise the salvage value of the compensation will be deducted.

If for some reason or reasons attributable to the Insured, after 60 days from the date of loss the compensation cannot be paid out; the total loss will be compensated based on the Commercial Value of the Vehicle, as described in the preceding paragraphs, but instead of taking into account the value at the date of the loss, the value will be taken from the date on which all documents required for processing the compensation are delivered to the Company.

In the case of Total Theft the Company will pay the liability limit specified in clause 5. INSURED AMOUNTS, as long as the Insured delivers the Certificate of Title from the country of origin, exempt from any tax, minus the applicable deductible.

### **C. Guidelines for the Repairs of the Damages to the Insured Vehicle**

The Insurance Company's responsibility is to locate potential suppliers that offer repairs and spare parts in the market, confirming their existence and availability to stock up as well as verify that the workshop or agency installs the spare-parts that have been requested and the repair is done adequately.

Spare parts will be replaced only when repairs cannot be guaranteed or have visible aesthetic damages.

The repair time involved depends on the existence of spare parts, as well as the proper and necessary workmanship and painting, the Insurance Company must inform the Insured through the workshop, agency or representative the time in which the insured vehicle will be delivered as well as the process and progress of the repair, providing a maximum delivery of 20 (twenty) business days from the date the Insured has delivered the vehicle to the Company or repair center. This period may be extended ten (10) business days more when there are unfavorable circumstances in the verifiable supply of parts and/or damaged components. In the event that, after the previous deadline, there were no spare parts available due to not having enough shortage, such period shall be extended and will be extended until the spare parts necessary for the repair are available, the Insurance Company shall inform the Insured any change in the delivery of the insured vehicle.

The availability of parts is subject to inventories by the Manufacturer, Importer and/or Distributor so it is not a matter of this contract the enforceability to the Insurance Company in cases of widespread shortages.

If there is no stock or there are general shortages of the required spare parts or the Insured does not accept the Insurance Company's estimated repairs, it may choose to indemnify the valued amount considering the provisions in the conditions applicable in the compensation.

The warranty repair is subject to that offered by the Manufacturer, Importer or Distributor of spare parts, as well as those provided by the workshop or agency regarding workmanship.

Notwithstanding the provisions above, in the event of damage undetected at the time of valuation and it is as a result of the loss claimed, the Insured shall notify the Insurance Company and submit the vehicle for evaluation and, if applicable, the corresponding repairs.

### **12<sup>th</sup> Clause. Proportional Compensable Rule**

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In no case shall the Insurer apply proportional compensable rule.

### **13<sup>th</sup> Clause. Purchase Methods**

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The coverage covered by this Policy may be contracted by using computers, electronic, optical or any other technology, automated data processing and telecommunications networks, whether private or public, as stipulated in Article 214 of the General Law of Institutions and Mutual Insurance Societies.

The means of identification by which the insured may purchase this coverage effect of entering into this Agreement, will be those in which the Insured corroborate that the insurer has provided the following information: full name, birth date, federal taxpayers register, telephone number, complete address (street, neighborhood, zip code, county, city and state), name and relationship of the beneficiaries and the percentage that corresponds to each of them, and the authorization of the respective collection form. The Insured is responsible for providing the information described, and the purposes for which this information is used.

It also confirms that the insured was informed of the benefits that make up the plan of insurance, the Sum Insured, the premium for the insurance period, the dates of beginning and end of Term, and is made of his knowledge that Benefits are limited by the exclusions listed in these conditions.

The means by which records the creation, transmission, modification or termination of rights and obligations of the Contract, was performed by one of the following:

- a) Phone
- b) Mail
- c) Internet
- d) Fax
- e) Any other electronic means in stating acceptance.

It also makes knowledge of the insured, which means stating any declaration, depending on the type of procurement used, will be available for subsequent reference in the offices of the Insurer.

Products purchased through any of the methods set forth above, replacing the handwritten signature and by the same means, the Insured may arrange modifications or termination of rights and obligations concerned, in accordance with applicable legislation.

## Second Section General Provisions

### 1<sup>st</sup> Clause. Premium

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The premium for this Policy shall be the addition of the premiums of all the mentioned coverages on this policy and shall be due at the moment of entering into this contract.

The premium agreed upon may be paid by the Contracting Party either directly to the insurance agent or through an automatic charge made by the Insurer to a credit or debit card or bank account when the policy is bought through Internet.

While the Company does not deliver the premium payment receipt, the pay stub appears where the appropriate charge for the insurance premium or, in the case where the premium is paid by direct debit, credit card, debit card or bank account, the statement where the corresponding charge appears will be full proof of payment of the premium.

Given the characteristics of this insurance, the collection of the premium shall always be done in one installment.

### 2<sup>nd</sup> Clause. Past Due Interest

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In the event that the Insurer, despite having received the documents and information that allows it to know the basis of the presented claim, does not fulfill the obligation of paying the compensation, capital or lease, in terms of article 71 of the Insurance Contract Law (Ley sobre el Contrato de Seguro), it will be bound to pay the Insured, beneficiary or affected third party, in the terms established in article 276 of the General Law of Insurance and Bond Companies (Ley General de Instituciones de Seguros y Fianzas), a compensation due to delay according to what is established in this article.

Interests shall be calculated starting the day after the due date referred to in article 71 of the Insurance Contract Law (Ley sobre el Contrato de Seguro).

“Art. 276 General Law of Insurance and Bond Companies”.- If an Insurance Institution does not comply with the obligations contracted in the insurance contract within the terms established for its compliance, it must pay the creditor a compensation for default, in accordance with the following:

- I. Obligations in national currency shall be denominated in Investment Units, at their value on the expiry date of the terms indicated in the initial part of this Article, and their payment shall be conducted in national currency, at the value of the Investment Units on the date in which it is carried out, in conformity with the provisions of the second paragraph of fraction VIII of this Article.

Further, the Insurance Institution shall pay a default interest on the obligation denominated in Investment Units, in accordance with the provisions of the preceding paragraph, which shall be capitalized monthly and whose rate shall be equal to the product of 1.25 multiplied by the cost of attracting long-term funding denominated in Investment Units of the multiple banking institutions in the country, published by the Bank of Mexico in the Official Gazette of the Federation, corresponding to each of the months in which the default persists;

- II. When the principal obligation is denominated in foreign currency, in addition to the payment of that obligation, the Insurance Institution shall be obligated to pay a default interest which shall be capitalized monthly and calculated by applying, to the obligation itself, the percentage that results from multiplying 1.25 by the cost of attracting long-term funding denominated in US dollars, from the multiple banking institutions in the country, published by the Bank of Mexico in the Official Gazette of the Federation, corresponding to each of the months in which the default persists;

- III. In the event that on the date in which the calculation is made, the entities have not published the reference rates for the calculation of the default interest cited in fractions I and II of this Article, the rates of the immediately preceding month shall be applied; and for cases in which said rates are not published, the default interest shall be calculated by multiplying 1.25 by the rate that replaces it, pursuant to applicable provisions;
- IV. The default rates referred to in this Article shall be generated per day as of the expiry date of the terms referred to in the initial part of this Article and until the day in which the payment provided for in the second paragraph of fraction VIII of this Article is carried out.

For its calculation, the reference rates referred to in this Article must be divided by three hundred and sixty five and multiply the result by the number of days corresponding to the months in which the noncompliance persists;

- V. In case of repair or replacement of the damaged object, the compensation for default shall consist only of the payment of the interest corresponding to the currency in which the principal obligation has been denominated, pursuant to fractions I and II of this Article, and shall be calculated over the amount of the repair or replacement cost;
- VI. The rights of the creditor to the compensatory services provided herein are unwaivable. Any pact that intends to extinguish or reduce them shall be void of any legal effect.

These rights shall arise by the mere lapse of the term provided by Law for the payment of the principal obligation, whether it is cancelled at the time or not.

Once the amount of the principal obligation is set pursuant to the agreement between the parties or in the definitive resolution issued in legal proceedings before a judge or arbitrator, the compensatory services provided in this Article must be covered by the Insurance Institution over the amount of the principal obligation determined thereby;

- VII. If in the respective trial resulting from the complaint, even when payment of compensation for default set forth in this Article was not claimed, the judge or arbitrator, in addition to the principal obligation, shall condemn the debtor to also cover those benefits pursuant to the above fractions;
- VIII. The compensation for default consisting of the system upgrade and interests referred to in sections I, II, III and IV of this Article shall apply in all types of insurance, except in the case of surety bonds to guarantee claims related to non-payment of tax credits, in which case it will be governed by the provisions of the Tax Code of the Federation.

The payment carried out by the Insurance Institution shall be done in one single payment that includes the total balance for the following items:

- a) The default interest;
- b) The adjustment referred to in the first paragraph of fraction I of this Article, and
- c) The principal obligation.

In the event that the Insurance Institution does not pay in one installment the totality of the sum of the obligations assumed in the insurance contract and the compensation for default, the payments carried out shall apply to the items indicated in the order provided in the preceding paragraph, for which the compensation for default shall continue to accrue, pursuant to the terms of this Article, over the amount of the unpaid principal obligation until its covered in its entirety.

When the Institution files a defense motion that suspends the proceeding of execution provided for in this Act, and a final ruling is issued by virtue of which the challenged acts remain intact, the corresponding payment or charge must include the compensation for default that the principal obligation has generated up until that moment, and

IX. If the Insurance Institution, within the legal terms and conditions, does not carry out the payment of compensation for default, the judge or National Commission for the Protection and Defense of Users of Financial Services, as applicable, shall impose a fine of 1000 to 15000 Salary Days.

In the case of the administrative procedure of execution provided for in Article 278 of this Act, if the Insurance institution, within the legal terms or conditions, does not carry out the payment of the compensation for default, the Commission shall impose upon it the fine indicated in this fraction, upon request of the corresponding executing authority pursuant to fraction II of this Article”.

### 3<sup>rd</sup> Clause. Salvages

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This being an insurance policy of temporarily imported tourist autos into national territory, in the event of a Total Loss by Physical Damage, it is understood that in no case the Company will acquire the property salvaged from the Insured unless it is expressly agreed with the Company. The Insured is obligated to repatriate at their own cost the wreckage to their country of origin. In case that the Company agrees to take possession of the remains in exchange for the endorsed Certificate of Title from the country of origin exempt of any tax, the Company may proceed with the total destruction or transfer abroad for sale as salvage.

In the case of Total Theft, if the insured vehicle was recovered by the Company at a subsequent date to the corresponding compensation, it is expressly agreed by the parties that the Company may proceed with the total destruction or transfer abroad for sale as salvage.

### 4<sup>th</sup> Clause. Loss of the Right to Compensation

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The Insurer will be freed of all its obligations:

- **If it can be proven that the Insured, the Beneficiary or either representative, willingly misleads, conceals or inaccurately declares facts that can be excluded or that may limit such obligations,**
- **If during the incident the Insured, the Beneficiary or their respective assignees act(s) by fraud or in badfaith,**
- **If it is proven that the Insured, the Beneficiary or either one’s representatives, willingly misleads, do(es) not provide the requested information by the Insurer regarding related facts to the claim and with which the circumstances and consequences of its occurrence could be determined in a timely manner.**
- **The Insured shall notify the Insurance Company of the essential increase risk during the term of the policy, within twenty four hours of the time they know. If the Insured omits the notice or if he causes an essential aggravation of risk, full obligations of the Insurance Company hereinafter shall cease.**

### 5<sup>th</sup> Clause. Early Termination of the Contract

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The parties explicitly agree that this contract can be canceled before its maturity date:

When the Insured cancels the contract, it shall do so through a written notification to the Insurer. If such cancellation is done within the first 20 days of the policy, the Insurer shall have the right to the premium that corresponds to the number of days of the period in which the policy was effective, according to the registered daily rate before the National Commission of Bonds and Insurances (Comisión Nacional de Seguros y Fianzas) for this contract and shall reimburse

the Insured the remaining premium. Given the characteristics of this insurance, after twenty days, the Insurer shall automatically earn the total amount of the premium and will not reimburse any amount to the Insured.

When the Insurer cancels the contract, it shall do so through a written notification to the Contracting Party, and such cancellation shall be effective 15 days after the party has been notified. The Insurer shall reimburse the proportional unearned premium to the time of the Policy's remaining validity no later than when making such notification. If this premium is not reimbursed, the contract shall be considered as not canceled.

The Company will return the premium corresponding to the Client within 10 (ten) business days of the cancellation request, by check or via bank transfer, according to the request of the Contracting Party.

### **6<sup>th</sup> Clause. Expert Valuation**

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In the event of disagreement between the Insured and the Insurer about the amount of any loss or damage, the case shall be submitted to the opinion of an expert, appointed by mutual consent in writing by both parties; however, if the parties could not agree on the appointment of an expert, two shall be appointed, one from each party, which will be done within 10 days from the date in which one of them had been required by the other party in writing to do so. Before beginning their duties, both experts shall designate a third expert in the event of a dispute.

If one of the parties refuses to appoint an expert or simply does not do it when required by the other party, or if the experts do not agree in the designation of a third expert, it shall be the judicial authority who, by request of any of the parties, appoints the expert, the third expert, or both if necessary.

In the event of the death of any of the parties, when the party is an individual, or its dissolution, when a corporation, while the expert's report is being processed, the powers of the expert, experts or the third expert, whichever the case is, will not be canceled or affected; or, if any of the experts of the parties or the third party died before issuing its opinion, he/she shall be replaced by the appointment of the parties, the experts or the judicial authority.

All costs and expenses incurred by the expert's report shall be paid by the Insurer and the Insured in equal parts, but each one shall cover the fees of their own expert.

The expert's report referred to in this Clause does not imply the acceptance of a claim by the Insurer; it shall simply determine the amount of the loss that the Insurer would eventually be bound to compensate, leaving the parties free to exercise the actions and oppose the corresponding exceptions.

### **7<sup>th</sup> Clause. Statute of Limitation**

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All actions derived from this Insurance contract shall expire in two years, computed from the date of the event that originated them, according to Article 81 of the Insurance Contract Law (Ley sobre el Contrato de Seguro), except for the special cases indicated in Article 82 of the aforementioned Law.

The statute of limitation shall be interrupted not only by ordinary causes, but also by the appointment of experts or by the initiation of a conciliatory proceeding established in Article 68 of the Act for the Protection and Defense of Users of Financial Services (Ley de Protección y Defensa al Usuario de Servicios Financieros).

In addition, the statute of limitation shall be suspended upon presentation of the claim before the Insurer's Specialized Unit for Attention of Inquiries and Claims.



## 8<sup>th</sup> Clause. Jurisdiction

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In the event of a dispute, claimers should assert their rights before the Insurer's Specialized Unit for Attention of Inquiries and Claims (Unidad Especializada de Atención de Consultas y Reclamaciones de la Aseguradora) or at the National Commission for the Protection and Defense of Users of Financial Services (Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros, CONDUSEF) and by their choice, determine the jurisdiction by territory, based on the address of any of their branches, in terms of articles 50 Bis and 68 of the Act for the Protection and Defense of Financial Services Users (Ley de Protección y Defensa al Usuario de Servicios Financieros) and 136 of the General Law of Insurance and Mutual Companies (Ley General de Instituciones y Sociedades Mutualistas de Seguros). The foregoing within two years of the occurrence that originated it, or in its case, from the denial of the Financial Institution to satisfy user claims.

If the parties fail to submit themselves to the arbitration of CONDUSEF, or whomever CONDUSEF appoints, the rights of the claimer shall remain untouched so that they can be asserted before a judge with jurisdiction based on the branches' address. In any case, it is the claimer's choice to turn to the referred authorities or directly to the aforementioned judge.

The claimer waive to any other jurisdiction that may correspond by reason of his residence , so the territory to resolve any dispute or controversy will be solely within the Mexican Republic territory and under applicable laws in this country.

## 9<sup>th</sup> Clause. Communications

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All statements or communications related to the present Contract shall be given in writing to the Insurer at its corporate address. In all cases in which the address of the Insurer's offices is different from that shown on the issued Policy, the Insurer shall inform the Insured of the new address in the Mexican Republic for all information and notices to be sent to the Insurer and for any other legal purposes.

The requirements and communications that the Insurer must send to the Insured or its assignees shall be valid if sent to the last known address by the Insurer.

## 10<sup>th</sup> Clause. Subrogation

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The Insurer shall subrogate up to the amount paid, in all rights and actions against third parties that correspond to the Insured as a result of the suffered damaged. At the Insurer request, the Insured shall record the subrogation on public deed at the Insurer's expense.

The Insurer will be released of all or part of its obligations if the subrogation is impeded by facts or omissions from the Insured.

If the damage was partially compensated, the Insured and the Insurer shall agree to assert their rights in the proportion that corresponds to them.

The right to subrogation shall not proceed in the event that the Insured has a marital or kind relationship or affinity up to the second degree or civil, with the person that has caused the damage, or if he/she is liable for it.

Pursuant to the deductible applicable in the Insurance Policy by the Insured, the amount of any recovery will be applied first to cover the part spent by the Insurer and the remainder, if any, will correspond to the Insured.

### 11<sup>th</sup> Clause. Language

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The English text of this Policy is a courtesy text; in the event of a dispute and for all legal purposes, the Spanish text shall prevail.

### 12<sup>th</sup> Clause. Article 25 of the Insurance Contract Law

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If the contents of the Policy or its amendments do not concur with the offer, the Insurer can request the corresponding correction within 30 days following the day in which the Policy is received. After this period of time has elapsed, the provisions of the Policy or its amendments shall be deemed accepted.

### 13<sup>th</sup> Clause. Commissions or Compensations

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While the Policy is in effect, the insured and/or Contracting Party can request from the Insurer in writing information about the percentage of the premium that corresponds to the agent or corporation, either in commission or direct compensation, for its intervention in the execution hereof. The Insurer shall provide such information in writing or electronically no later than 10 business days after the date in which the request is received.

### 14<sup>th</sup> Clause. Delivery of Contractual Documents

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In compliance with the orders of the Comisión Nacional de Seguros y Fianzas by S-25.5 Circular dated September 29, 2009, Chubb Seguros México, S.A. is required, in adhesion contracts concluded under the marketing through telephone, Internet or other electronic means, or through a service provider referred to the third paragraph and in sections I and II of Article 41 of General Law of Institutions and Mutual Insurance Company, whose premium payment is made under a credit card or bank account, to make known to the insured contractor on how he/she can obtain the relevant contractual documentation and the mechanism to cancel the policy or, where appropriate, how to ask us not to automatically renew the same, based on the following assumptions:

- a) Chubb Seguros México, S.A. shall deliver to the insured or Contracting Policy, the documents stating the rights and obligations under the insurance contract through one of the following means:
  - i. Personally, at the moment of purchasing the policy;
  - ii. Home delivery by the Company means used for such purposes.

For this purpose the Insured or Contracting Party will choose the way they want the referred contractual documentation to be delivered.

If the Insured does not have an email or for whatever reason cannot make the delivery of the contractual documentation in this way or it can't be delivered when the insurance is purchased, the alternative means for delivery will be to send it to their address, used by means of the Company for such purposes.

- b) If the Insured or contractor does not receive, within 30 days of this insurance, the documents mentioned above, must communicate to **01800 223 2001** in the City or the rest of the Republic with the objective that by using means that the Company has available could obtain such documentation.

If the last day for submission of documentation is not labored, it is understood that the term referred to above shall expire on the next business day.

- c) To cancel this policy or request that it not be renewed, the insured shall take the following steps:

- i. Call **01 01800 223 2001** in Mexico City or the rest of the Republic;
- ii. Provide information as requested by the operator, in order that the operator can verify the policy and the existence of the client;
- iii. Enviar la solicitud de cancelación firmada acompañada de la copia de una identificación oficial con firma al número de fax y/o correo electrónico que le será proporcionado durante su llamada;
- iv. Send the signed cancellation request together with a copy of an official ID with signature to the fax number and/or email that will be provided during the call;
- v. Once you have submitted the information from the previous step, the Insured and/or Employer may call **01800 223 2001** in Mexico City or the rest of the Republic, to confirm receipt of documents and request the folio number of the cancellation.

#### **Chubb Seguros México, S.A.**

Av. Paseo de la Reforma, No. 250,  
Torre Niza, Piso 15, Col. Juárez,  
Delegación Cuauhtémoc,  
CP 06600, Ciudad de México

#### **Specialized Unit for Customer Care and Service**

Av. Paseo de la Reforma No. 250, Torre Niza,  
Piso 15, Col. Juárez, Delg. Cuauhtemoc,  
C.P. 06600, Ciudad de México.  
Toll Free from Mexico: 01 800 223 2001  
E-mail: uneseguros@chubb.com  
Office Hours: Monday to Thursday from 08:30hrs to  
17:00hrs and Fridays from 08:30hrs to 14:00hrs

#### **National Commission for the Protection of Users of Financial Services (CONDUSEF)**

Av. Insurgentes Sur #762, Col. Del Valle,  
C.P. 03100, Ciudad de México.  
You can get to know the offices in the rest of the country in  
the following internet page [www.condusef.gob.mx/index.  
php/oficinas-de-atención](http://www.condusef.gob.mx/index.php/oficinas-de-atención)  
E-mail: asesoria@condusef.gob.mx  
Toll Free from Mexico: 01 800 999 8080 If you are calling  
from a U.S. Phone Line: 011 52 (55) 5340 0999

In compliance with Article 202 of the Law of Insurance Institutions and Surety, the contractual documentation and technical note comprising this insurance product, they were registered with the Comisión Nacional de Seguros y Fianzas, as of the September 29th, 2016, under number CNSF-S0039-0764-2016/CONDUSEF-000397-01

It may be consulted using the following link: [www.chubb.com/mx](http://www.chubb.com/mx)

### **Third Section Assistance Services and Travel Benefits**

#### **1. Terms and Conditions for Assistance Services**

1. The Tourist Auto Insurance Policy shall be in force and the Insured shall present proof of such coverage and the policy, for the Assistance service to be valid.

2. The “Insured” is defined as the person(s) specified on the Declarations Page of the Policy and/or the identified person driving the insured vehicle with the Insured’s permission.
3. The “Occupants” are defined as the person(s) accompanying the Insured in the insured vehicle.
4. In order to present a claim under the terms of this policy, the accident/emergency must take place within the Mexican Republic during the policy term.
5. The covered risks by this policy are limited to those risks exclusively described in the “Coverage Description” section.
6. The “Service Provider” is defined as “The Company” which is a third-party contracted by the Chubb Seguros México, S.A. to provide the services outlined in this document.
7. The Spanish text contains the official conditions of this contract, and in the event of any conflict, the Spanish text shall prevail. The English text of this policy is a courtesy translation without any legal effects.
- 8. All claims must be reported before you leave the Mexican Republic. Any unreported claim will be subject to denial. By the above please call 01-800 that appears on the cover of your policy to report a claim before you leave the republic of Mexico.**

Please call the toll free number 01-800 that appears on the deck of the policy to report your claim in case of an accident, theft, and/or legal assistance, travel assistance or medical assistance in Mexico. The Claims Call Center is working 24 hours, 365 days.

Note: Some cellular phones or satellite phones may work differently depending on what type of Mexican service your phone company provides.

Upon entering Mexico, we highly recommend you to test these claims phone numbers to make sure these phone numbers work with your type of phone.

USA or Canada cell phone in Mexico: 011 52 55 4195-5348

Mexico cell phone: 01 55 4195-5348

If you cannot connect with any of the above phone numbers, then your phone does not have the proper service for Mexico. We recommend you to locate a Mexican telephone such as a pay phone or a phone located at a hotel, restaurant, with a friend or a family member.

## 1.1 Legal Assistance

### Legal Assistance in Case of Suffering Any Type of Crime

In case the Insured suffers any crime, The Service Provider will assess and assist the Insured in processing all accusations which must be reported to the corresponding authorities, as well as any other required procedures at the place where the event took place.

### Legal Assistance in Case of Property Damage or Bodily Injury Against Third Parties

In case the Insured and/or the Occupants suffer detention or imprisonment, derived from damages caused to a third-party such as bodily injury or property damage, where applicable, The Service provider will conduct through any of its lawyers the Insured freedom through the corresponding Administrative and/or Judicial Authorities. In case a bond is required to liberate the Insured, such bond will not exceed US\$30,000 or its equivalent in pesos at the rate exchange

published in the Official Federal Journal (Diario Oficial de la Federación). Neither the Insurer nor The Service Provider will be responsible of the non-derived damages from the automobile compensation.

#### **Legal Assistance in Case of Death**

In case the Insured's and/or Occupants death due to any type of violence or an insured car accident, the Company will process all proceedings with the Public Authorities to integrate the investigation, body liberation and delivery of the body to the Insured's and / or Occupants families.

#### **Automobile Accident Assistance and Legal Defense**

The Service Provider will provide assessment and legal defense to the Insured in case he/she is involved in a car accident which results in legal or criminal responsibility for damages to third parties regarding bodily injury or property damage.

The Service Provider will guarantee the presence of a lawyer to legally defend and assess the Insured, in any civil or criminal process due to a car accident covered by the insurance policy, since the beginning of the process until a sentence is provided.

The Provider guarantees to:

- Arrange the release of the Insured and/or Driver in accordance with applicable legislation,
- Perform the necessary procedures for the return of the Insured vehicle, and
- Guarantee release of the Insured and/or Driver, and the release of the Insured vehicle through bail or bond, up to a maximum of 30,000 US dollars or its equivalent in local currency at the exchange rate published in the Official Federation Gazette on the date of the loss. However, if a bail bond is required to compensate the damages to third parties, the limit of the legal bail bond shall be equal to the sum insured stipulated in our Third Party Liability coverage.

In case of total theft of the insured vehicle, when recovered by the corresponding authority, before the Insured receives compensation from the Insurer, The Service Provider will assist the Insured through any of its lawyers to complete the necessary procedures to recover the vehicle from the corresponding public authorities.

The Service Provider shall pay all costs and expenses derived from the insured vehicle driver's legal defense.

In case of an automobile accident, where the authorities require a guarantee to free the Insured, the Company will present such guarantee through a bond or bail, up to a US\$30,000 maximum or its equivalent in pesos at the exchange rate published by the Official Federal Journal (Diario Oficial de la Federación). Notwithstanding the above, if a bail is required to guarantee the damages to a third party, the maximum of the legal bail shall be equivalent to the Automobile Liability coverage mentioned in the insurance policy.

#### **Legal Assistance in Case of Any Type of Accident**

If the Insured and/or the Occupants suffered an accident that provokes bodily injury, The Service Provider, through its lawyers will assist the Insured and/or the Occupants or their legal representatives, to make all corresponding legal accusations with the corresponding authorities, such as the Public Ministry, the Road Federal Police or any other authority to whom it is a duty to inform depending on the accident's location.

### **1.2 Medical assistance**

#### **24 Hours Medical References in the Full Mexican Territory**

**The Company's medical assistance team will NOT offer any diagnosis.** Upon the Insured's request, the Company, through its Telephone Medical Assistance team, will help the Insured to obtain the corresponding diagnosis through the following means:

- a) Sending a doctor to the patient's location.
- b) Such doctor will accompany him/her if necessary to a medical center.

The expenses and service fees derived from a medical visit shall be covered by the Insured, who will pay directly to the corresponding doctor or medical center. The Service Provider shall offer the aforementioned service in the main cities in the Mexican Republic. In other locations, The Service Provider will do anything possible to try to help the Insured to contact a doctor or a hospital as fast as possible, as well as to obtain the best price and service conditions available.

**Neither The Service Provider nor the Insurer shall be held liable regarding the service or practices offered by the aforementioned doctors or medical institutions, which shall remain their sole responsibility.**

#### **Land Ambulance Transportation**

In case the Insured or the Occupants (5 people maximum) suffer grave illness or accident, which provokes bodily injuries or traumas that The Service Provider medical equipment, working with the designated doctor, recommend hospitalization, The Service Provider will cover the land ambulance cost, without any limit, to the closest medical center to the place of the accident within the Mexican Republic, and the most appropriate medical center regarding the required treatment. If necessary and for medical reasons, such service will be provided under medical supervision.

#### **Air Ambulance Due to Emergency**

In case the Insured or the Occupants (subject to a maximum limit of five (5) persons), suffer an illness or serious accident, that require an air ambulance, The Service Provider will provide it to move the Insured to the closest hospital where medical attention and adequate service may be provided.

The Service Provider will provide such transportation under medical supervision to the nearest hospital from the place of the accident within the Mexican Republic.

If due to personal preference, the Insured decides to be transported by air ambulance to his/her place of origin or to a city in the United States of America or Canada, independently from his health status, The Service Provider will provide transportation options; and the cost will be absorbed by the Insured.

#### **Transportation or Repatriation in Case of Death**

In case of death of the Insured or Occupants (maximum 5 Occupants), the Company will carry on with all the necessary procedures with the public authorities and will also process the repatriation and/or the body transportation, and/or incineration and/or the ashes transportation in case the Insured's or Occupant's permanent residence is in the USA or Canada.

#### **Trip Continuation for Occupants in Case of an Extended Illness**

In case one of the Occupants (maximum 5 Occupants), require hospitalization for over 5 days due to a serious accident, The Service Provider will cover:

1. An airplane or bus ticket per Occupant to continue the trip, subject to the ticket price does not exceed the cost of the ticket to the Insured's and Occupants' permanent place of residence. The covered trip shall be within the Mexican territory, the USA or Canada.
2. A ticket per Occupants to the place of residence in the Mexican Republic, the USA or Canada. The Service Provider shall pay for special transportation if The Service Provider medical team deems it necessary and only if the person is not able to travel in a commercial transportation.

**Transportation or Repatriation in Case of Death or in Case of Extended Illness**

If the Insured and or driver is hospitalized for over five days , due to a car accident or in case of death, The Service Provider shall cover the transportation expenses of the Occupants (5 Occupants maximum) to their place of permanent residence, as long as it is located within the Mexican Republic, USA or Canada. This coverage shall only apply if the trip may not be continued without the Insured or driver. It is also possible to cover the expenses to the original destination place, as long as the cost does not exceed the cost back to the place of residence. The Service Provider shall only be responsible to pay tourist class transportation

**Round Trip Ticket and Hotel Stay for an Appointed Person**

With the objective that the Insured has company, in case the Insured is hospitalized within the Mexican Republic due to a serious illness or accident, if the hospitalization lasts over 5(five) calendar days and the Insured were traveling without the company of another adult, The Service Provider shall offer and cover a round trip ticket payment (in tourist class, from the permanent residence of the Insured or the appointed person by the Insured) as long as such residence is in the USA or Canada. The Service Provider shall also coordinate and cover the expenses for hotel stay for the appointed person by the Insured up to a maximum of \$1,000.00 (one thousand) Mexican pesos per day or its equivalent in American Dollars per day during 5 (five) calendar days.

In case of death of the Insured, The Service Provider will provide the same service as in the last paragraph but only for an immediate relative of the Insured for recovering the body and making the necessary arrangements.

**1.3 Roadside Assistance****A. Basic Roadside Assistance**

Regarding the insured vehicle by the policy, The Service Provider shall cover the following basic roadside assistance within the Mexican Republic:

1. Lockout Service. If the Insured accidentally locks the keys inside the car, the Company shall send a locksmith to open the car up. The parts' cost to open the car, or to subsequently operate the car, will be the responsibility of the Insured.
2. Emergency Fuel Service. If the insured vehicle runs out of fuel, The Service Provider will arrange the necessary fuel to get to the next fuel station, to be delivered to the place where the Insured reports he/she is The cost of the fuel must be paid by the Insured.
3. Flat Tire Service. The Service Provider will arrange to have the flat tire replaced with the spare tire of the insured vehicle or have the tire inflated for trip continuation. In case the tire must be replaced, the Insured must have a spare tire in good conditions.
4. Jumpstart Service. The Service Provider will send a mechanic or technician to jump start the automobile. However, The Service Provider will not be responsible for any damage caused to the vehicle or any electrical parts, nor systems due to the jump start.

Important Note: The Insured shall be present at the time the service technician is working on the insured vehicle.

**B. Towing Service and Service Payment**

In case of an automobile accident or mechanical breakdown which does not allow movement of the vehicle driven under the Insured's responsibility, The Service Provider shall provide and cover the towing service cost to the nearest repair shop within the city or state of the Mexican Republic in which the event takes place up to a US\$1,000 limit.

This service does not apply for a rented vehicle from a rental agency in Mexico. In this case The Service Provider will only serve as an intermediary between the Insured and the car rental agency to solve the problem.

In all cases, the Insured must be present during the towing of the vehicle.

The following vehicles are explicitly excluded from the towing service: Vehicles with a 3.5 tons capacity or over, appointed vehicles to public transportation or cargo, such as federal vehicles, local vehicles, taxis, minibuses, buses and rental vehicles within the Mexican Republic. However, if the driven vehicle by the Insured weighs over 3.5 tons and such vehicle is for personal use, deemed as an RV, the weight exclusion shall not apply.

RVs will be towed to the nearest repair shop where repairs can be made. If the Insured wants to tow the vehicle to another location other than the nearest shop, the maximum afforded towing limit under this coverage is \$1,000 US dollars. It is important to mention that if the cost exceeds the aforementioned limit, the excess will be covered by the Insured. This service shall be only offered within the Mexican Territory

#### **Rental Car Payment Due to Mechanical Failure, Accident or Theft of The Insured Vehicle**

If the work shop where the repairs are taking place deems that the repair of the insured vehicle will last over 48 hours, The Service Provider shall authorize coverage once the situation has been evaluated and the payment of a rented vehicle shall be reimbursed. The Insured may use the vehicle for a maximum period of 5 (five) days, with a maximum cost of US\$70 per day or its equivalence in Mexican Pesos using the exchange rate at the time of payment, as long as the Insured abides by the rental company requirements for the rental of the vehicle. This coverage operates in Mexico, USA and Canada, derived from the current tourist auto policy. In the case of robbery, the maximum covered period will be 5 days with a limit of 700 Mexican Pesos per day, subject to the car robbery happened 10 days before.

### **1.4 Other Coverages**

#### **Trip Interruption in Case of Theft, Total Loss or Extended Repair**

If the insured vehicle is declared as a total loss, as a stolen car or repairs take longer than 10 days, The Service Provider shall pay for the Insured and the Occupants (maximum 5 Occupants) return expenses to their place of permanent residence by land or air in tourist class. The Service Provider may also pay for the expenses to continue the trip to the original destiny as long as the cost does not exceed the cost of transportation to their permanent residence.

#### **Cash advance**

In case the Insured suffers a robbery involving physical or verbal assault and is left without cash, the Company may provide the Insured previously authorized cash advance by the Insurer, for a maximum of \$1,000 USD (one thousand US Dollars).

#### **Tourist Information**

Upon the Insured's request, The Service Provider shall provide information by phone related to:

- Museum schedules in the Mexican Republic
- Vaccine and visa requirements for other countries
- Weather reports in the Mexican Republic
- Sport events and shows in selected Mexican cities
- Plane tickets, hotels and restaurant reservations.

#### **Urgent Message Transmission**

In case of an emergency and at the Insured's request, The Service Provider will take and transmit urgent messages on behalf of the Insured to the appointed party.



### 1.5 Duties of the Insured/Occupants

1. The Insured or Occupants must call and report any need for assistance as soon as possible by using the toll free number on the declarations page of the policy.
2. The Insured must cooperate with The Service Provider, he/she must provide all necessary information, and fill out any necessary documents in order to provide the necessary service.
3. The Insured must not make any arrangements or incur any expenses without consulting The Service Provider first and obtaining approval.
4. The Insured must take reasonable measures to prevent further damage or diminish its effects for any act that requires the services provided in this contract.
5. All claims must be reported to The Service Provider immediately and before leaving the Mexican Republic.
6. At the Insurer's discretion, the automobile Occupants must have proof that they have accompanied the Insured in the insured vehicle during the trip.

### 1.6 Exclusions

**This policy does not provide assistance coverages for the following:**

1. **If the Insured cannot show proof of coverage or cannot show a valid ID.**
2. **If the Insured or Occupants cause intentional damage to their property.**
3. **Damages caused by psychological or psychiatric illness, alcohol, or the influence of drugs, other than those medically prescribed by a doctor.**
4. **Medical coverages shall be excluded if the Insured is traveling against medical recommendation.**
5. **If the Insured does not follow his/her obligations as stated in Section 5.0.**
6. **Incurred expenses by the Insured without The Service Provider consent or approval it is an emergency situation.**
7. **If the Insured provides false testimony.**
8. **The Insured is illegally in the country or if the insured vehicle is not appropriately certified to circulate in Mexico or does not have the appropriate importation permit.**
9. **Damages caused by service delay due to force majeure or reasons beyond The Service Provider control such as weather, public authorities, etc.**
10. **Traveling against the recommendation of a doctor especially regarding pregnant women.**
11. **When the vehicle directly participates in races or competitions or safety, resistance or speed tests.**
12. **Damages caused from traveling on nonconventional or non-municipal roads.**
13. **If Insured runs away an accident scene.**
14. **If the Insured is involved in any criminal or illegal activity or if he/she is a fugitive of the law.**
15. **Damages that result from inadequate maintenance or modifications to the automobile.**
16. **Losses derived from strikes, riots, insurrection, war, terrorism, civil war, popular uprising, nuclear activity, etc.**

**2. Terms and Conditions for Travel Benefits**

The Insurance Company provides the following benefits to its policyholders through "Travel Services Provider" hired for such purposes under the terms and conditions set forth below.

**2.1 Activation of Benefits**

to apply for travel benefits it is necessary to have your insurance policy in force and call the following telephone numbers:

**From Abroad (U.S.A and Canada) 1 855 255 3165**  
**From Mexico (Interior of the Republic) 01 800 700 8252**  
**From Mexico city and Metropolitan Area (01 55) 5584 6850**

The hours are from 9:00 am to 6:00 pm Monday through Friday. Mexico City Local Time (Central Time).

The "Insured" will receive care by a call assessor using numbers above or if you prefer via email write to: [reservaciones@wtravelconcepts.com](mailto:reservaciones@wtravelconcepts.com)

**2.2 Preferential hotel rates**

The "Insured" will get preferential accommodation rates in Mexico and internationally for the services mentioned below:

- Accommodation (Hotel reservations in select hotel plans provided, such as European Plan, Breakfast Inclusive Plan, All Inclusive Plan, etc.)
- Travel packages (including Hotel reservations)
- Travel circuits (including Hotel reservations).
- Cruise Reservations

**2.3 Additional Services**

- Airplane ticket reservations
- Car Rental Reservations

**2.4 Low Cost Vacation Week**

The low cost holiday week allows the "Insured" to enjoy a week of accommodation in Resorts/Hotels that the provider has in Mexico (the prices are expressed in US Dollars) the Insured must proceed as mentioned below:

- The maximum period of the vacation week is 7 continuous nights
- The vacation week is applicable for a maximum of 6 people of any age, (including babies from 0 years to elderly people)
- Request availability of destinations, tentative date of the trip and the exact number of people traveling at least 30 days before to the "provider".
- Destinations: City intended to travel, preferably 3 options
- Tentative date: Take into account that the days of entry to the Resorts/Hotels are usually on weekends
- Have a VISA or MASTERCARD credit card for the corresponding charge:
  - Name of cardholder
  - Complete credit card number
  - Expiration date
  - The digits on the back of your card found in the signature panel
  - Address where the statement arrives
  - Contact telephone
- Upon accepting your charge to the credit card and confirming your reservation it is important to email:

- Letter signed authorizing the charge to your credit card
- Copy of ID
- Have an email address to receive confirmation of your reservation

The low cost holiday week is not applicable during high season depending on destination, country or city where you want to travel.

To know the seasons and destinations that apply for this benefit it is necessary to contact the "supplier" at the phones mentioned.

## **2.5 Terms and Conditions for Travel Benefits:**

### **1. Duration of Benefits**

The duration of the benefits granted to the Insured during the time that the Auto Insurance Policy is in force and paid at the time of the request for this service.

### **2. Reservations**

All reservations must be requested from the phones mentioned or via e-mail: [reservaciones@wtravelconcepts.com](mailto:reservaciones@wtravelconcepts.com)  
Reservations received via email will be answered within a maximum of 24 hours after receipt by the supplier.

The "Travel Agency" reserves the right not to accept reservations that are requested less than 72 hours before the start of the requested services.

### **3. Payment**

All services must be 100% paid upon confirmation by bank deposit or charged to credit card or debit card, following the requirements established by the "Travel Agency":

- Letter signed authorizing the charge to your credit or debit card
- Copy of I.D.
- The above documents must match the name and signature of the "Customer"

### **4. Confirmation of Services**

The "Insured" shall submit Voucher confirmation of the contracted services (Hotel and Packages) of the "Company or Agency" which confirmed their services, identification and the granting of them.

### **5. Changes in Itinerary and Hotels**

All trips are subject to program modifications if necessary for their operation. If for some reason the travel "supplier" considers it necessary to replace a hotel with one of the same price and same category for guarantee of service, it can do so after notifying the "Insured".

### **6. Issuance of Tickets and Confirmations of Vouchers**

Any reservation of air tickets made through the "supplier" shall be subject to the prior issuance by airlines of these, as well as the other terms and conditions applied to the issue of Tickets by the airline or airlines concerned. Therefore, the "provider" cannot guarantee the issue of airline tickets until these emissions are confirmed by airlines and settled by the customer.

Within the following 24 hours the payment of the "Insured" to the "provider" and once confirmed by the airline or airlines concerned, the issue of the tickets, the "Insured" will receive electronically, all of the confirmation of the tickets and Vouchers related to the reservation.

**7. Responsibilities**

Trips require optimal health, so the Insurance Company and the "provider" are not responsible for personal accidents or health mishaps of the "Insured" that occur during the trip or stay in hotels, or pre-existing conditions and those conditions that they suffer.

Regular trips are family activities that have no age restrictions, except for adventure travel.

**8. Cancellations and penalties.**

Any Hotel reservation that is canceled within 24 hours prior to arrival of the "Insured" will be considered a NO SHOW which means that there will be a charge to the "Customer's" credit card for the payment of an overnight stay.

Any accommodation reservation that is canceled within 48 hours prior to arrival of the "Insured" will incur a penalty of 25% of the value of the trip for administrative expenses.

With air tickets, cancellation or an additional will apply depending on the type of flight requested and paid for at the time.

During the year, some hotels may change their name or trademark, which cannot be interpreted as a change of hotel or modification of the reservation.

**9. Acceptance of the Terms**

All formalized reservation implies the acceptance of these General Conditions by the "Insured" service user and the "provider".

**10. Refunds**

If travel is suspended for weather conditions before departure of the "Insured" the first option will be to reschedule the trip, in case the "Customer" does not have the time for this change a refund of 100% of the value paid is applicable.

**11. Baggage**

Luggage and other personal effects of the "Insured" travel at the risk of this, so the Insurance Company or the "provider" shall not be liable for the total or partial loss.

**12. Pets**

Pets are not allowed on most developments. Consult development before booking.

**13. Documentation**

The Insured must have a passport or identity card in the event of being a national tourist according to the itinerary requested. If applicable must possess necessary health permits.

In case of default of the aforementioned reasons by the "Insured" will cause the loss of service and the right to any refund.

**14. Prices of Packages**

All prices are quoted in local currency or in United States of America Dollars (USD) and are subject to change without notice, only if the "supplier" has not received full payment for services. Therefore, the "Insured" agrees to pay any price difference to occur prior to the payment of the full price.

**15. Cancellation of Reservation**

In the event of reasonable suspicion on the part of the "provider" that there is fraud or unauthorized use of the credit or debit card by third parties, the "provider" reserves the right to cancel the reservation and to communicate to the "Insured" of such situation.

**16. Low Cost Vacation Week Restrictions**

- To make use of your vacation week it is important to note that the "supplier" will be subject to availability of both destination and Resort/Hotel.
- In deposit account Availability is not guaranteed if this is outside the time limit reflected and/or the Resort/Hotel canceled the system for their own interest prior reservation.
- Confirmed upon receipt via email Voucher reservation and confirmation number, even if the charge to your credit card and/or bank deposit is made, does not receive the above information via email reservation service is considered only as a quote that does not guarantee available space.
- The low cost vacation week does not apply in Easter Week, Easter, Christmas, New Year, Long Weekends, and Holidays (at National Level), in the case of it being at the International level the Insured must verify by telephone if there is availability for the above dates.
- Rates are expressed in US dollars and are payable at the exchange rate of the day the "Travel Agency" designates at the time the transaction is made.
- Your credit card statement will reflect two amounts, which when added together will be the established total amount.
- You must request your quote and reservation in advance. The provider reserves the right to grant reservation and quote less than 48 hours of the request for the date of your trip.

**17. Modifications to Rates and Benefits**

The "supplier" and related service company reserve the right to make changes to the rates and benefits without prior notice and applicable restrictions. Provided the Insured has not received written confirmation from the "supplier".

In compliance with Article 202 of the Law of Insurance Institutions and Surety, the contractual documentation and technical note comprising this insurance product, they were registered with the Comisión Nacional de Seguros y Fianzas, as of the September 29th, 2016, under number CNSF-S0039-0764-2016/CONDUSEF-000397-01.

## Fourth Section Legal References

In order to comply with the provisions of the general provisions regarding healthy practices, transparency and applicable advertising to the insurance institutions, published on December 23, 2015, this document is written up which is part of this insurance contract.

**Insurance Contract Law**

**Article 8.-**The applicant shall declare in writing to the insurance company, according to the questionnaire, all important facts for the assessment of the risk that might influence the agreed conditions, as known or should know at the time of execution of the contract.

**Article 9.-** If the contract is held by a representative of the Insured, they must declare all of the important facts that are or should be known to the representative and the represented.

**Article 10.-** When insurance is proposed on behalf of another, the applicant must declare all of the important facts that are or should be known to the third Insured or his intermediary.

**Article 25.-** If the content of the policy or its modifications do not agree with the offer, the insured may request the corresponding correction within thirty days following the date of receipt of the policy. After this period the stipulations of the policy or its modifications will be considered accepted.

**Article 47.-** Any omission or misrepresentation of the facts referred to in Articles 8, 9 and 10 of this Act shall entitle the Insurance Company to consider terminated the contract signed, although it did not influence the fulfillment of the accident.

**Article 48.-** The insurance company will authentically communicate with the insured or their beneficiaries, termination of the contract within thirty calendar days of the date on which the company knows the omission or misrepresentation.

**Article 71.-** The credit arising from the insurance contract expires thirty days after the date the company has received the documents and information enabling it to know the basis of the complaint.

The clause where the credit agreed upon shall be void and it may not be required until being recognized by the company or proved in court.

**Article 81.-** All actions arising from an insurance contract shall expire:

I.- In five years, regarding the coverage of death in life insurance.

II.- In two years, in other cases.

In all cases, time frames will begin to run as of the date of the event which gave rise to them.

**Article 82.-**The period of time invoked in the preceding article shall cease to run in the case of omission, false or inaccurate statements regarding the risk incurred, but instead, as of the date on which the company became aware thereof; and if it involves the occurrence of the event, as of date on which the interested parties learned of same, who shall show that they were unaware of the aforementioned event until that date.

When this involves third-party beneficiaries, in addition, it shall be required that they be informed about the right created on their behalf.

**Article 148.-** No acknowledgment of indebtedness, transaction or any other legal act of a similar nature, which occurred or which was agreed upon without the consent of the insurance company shall be binding. The admission of the materiality of an act may not be equated with the acknowledgment of liability.

**Article 100.-** When contracting with various insurance companies against the same risk and for the same interest, the insured shall have the obligation to inform each insurer about the existence of other insurance coverage.

This notification shall be given in writing or shall indicate the insurers' names, as well as the amounts insured.

**Article 102.-** The insurance contracts discussed in Article 100, which were entered into in good faith, on the same or different dates, for a total amount higher than the interest insured, shall be valid and binding upon each insurance company up to the entire value of the damage suffered, within the limits of the amount insured.

Duplicate insurance policies shall also apply in the case of insurance against liability in which the value of the insured interest is indeterminate.

## **Law on Insurance and Surety Institutions**

**Article 102.-** For insurance policies formalized by means of adhesion contracts, except for those related to pension insurance derived from social security laws and insurance bonds, contracting may be done through a legal entity, without the involvement of an insurance agent. Insurance Institutions may pay or compensate the aforesaid legal entities with services other than those which this Law reserves to insurance agents. For this, they shall sign service provider contracts whose contents shall have been previously registered with the Commission, who, within a term of fifteen days

following receipt of the documentation, may deny registration, when, in its opinion, the contracts do not comply with applicable legal provisions and may order any necessary modifications or corrections, prohibiting the use thereof until such time as the changes ordered have been made.

Should the Commission fail to formulate any observations within the term mentioned, it shall be understood that the documents have been registered and that there exists no impediment to its use.

Legal entities to which this Article refers shall be subject to inspection and oversight by the Commission with respect to the operation of same, as provided herein.

**Article 103.-** The operation of the legal entities to which Article 102 of this Law refers shall comply with the following bases:

- I. When this involves financial intermediaries subject to inspection and oversight by the financial authorities who engage in promotional operations or the sale of insurance products to the general public on behalf of only one Insurance Institution, for those Insurance Institutions which belong to that same financial group or for Insurance Institutions which engage in operations or sectors which are different from each other, their operation shall be as follows:
  - a) For insurance products which have a savings or investment component, the Insurance Institution with which the financial intermediary has entered into a service provider contract, pursuant to the provisions of Article 102 of this Law, shall register with the Commission, within the time frames provided under Articles 202 to 205 of these regulations, as part of the contractual documentation of the insurance product, a specialized training program to be given to employees and legal representatives of the financial intermediary, who will participate in the marketing of the insurance product in question, taking into account its characteristics and nature; and
  - b) For insurance products other than those discussed in the preceding subsection, the Insurance Institution with which the financial intermediary has entered into a service provider contract, pursuant to the provisions of Article 102 of this Law, shall state on the contract the training programs which, as applicable, may be required, based on the characteristics or complexity of the insurance products in question; and
- II. For legal entities that do not fall into the categories mentioned above, their operations shall be subject to the general provisions established by the Commission therefor, in accordance with the following:
  - a) They shall establish those cases in which the employees or legal representatives of the legal entity engaging in promotional operations or the sale of insurance products to the general public shall receive training from the Insurance Institutions, or instead, obtain the assessment and respective certification from the Commission itself, taking into account for this purpose the nature of the activities in which the legal entity is engaged, in accordance with its business purpose, and the characteristics or complexity of the insurance products in question; and
  - b) They shall set the requirements and measures to be satisfied in order to prevent and avoid conflicts of interest, which may result from the sale of insurance products from more than one Insurance Institution on the part of one same legal entity or of several legal entities when they are under the financial or administrative control of that same entity or Group of Entities.

**Article 202.-** Insurance Institutions may only offer to the public those services related to operations authorized under this Law, through insurance products that comply with the provisions set forth in Articles 200 and 201 of this Law.

Insurance products offered to the general public and formalized by means of adhesion contracts, which are understood to be those unilaterally drafted by an Insurance Institution, in which are established the terms and conditions applicable to contracting an insurance policy, as well as the model clauses that have been drafted for inclusion through additional endorsements to these contracts, in addition to complying with the requirements set forth in the first paragraph of this

Article, shall be registered beforehand with the Commission, pursuant to the terms of Article 203 of these regulations. The provisions contained in this paragraph shall also apply to insurance products which, without being formalized through adhesion contracts, refer to group insurance or collective insurance of operations established in Sections I and II in Article 25 of this Law, and to the insurance bonds described in subsection g), Section III in Article 25 of these regulations.

Insurance Institutions shall state on the contractual documentation of the insurance products referred to in the above paragraph that the product offered to the public has been registered with the Commission, in the manner and under the terms determined by the latter through provisions of a general nature.

The contract or clause added thereto, which has been entered into by an Insurance Institution without undergoing the registration process referred to in this Article, is voidable, but a legal action may only be undertaken by the contracting party, the insured or beneficiary or his assignees against the Insurance Institution, and never by the latter against the former.

**Article 214.-** Execution of the operations and the service provided by these Institutions may be formalized through the use of equipment, electronic or optical means, or by any other technology, automated data processing systems and telecommunications networks, whether public or private, establishing in the respective contracts the bases for determining the following:

- I. The operations and services to be provided;
- II. The means for identifying the user, as well as the respective liabilities for its use, both for Institutions as well as for users;
- III. The means by which the parties shall record the creation, transmission, modification or extinguishment of rights inherent to the operations and services in question, including authentication methods, such as passwords or access codes; and
- IV. The mechanisms for confirmation of the completion of operations agreed upon by means of any electronic medium.

The use of the means for identification established pursuant to the provisions set forth in this Article, by substitution of the handwritten signature, shall produce the same effect which the law accords the respective documents and, consequently, shall have the same probative value.

The installation and use of equipment and media indicated in the first paragraph of this Article shall be subject to provisions of a general nature issued, as applicable, by the Commission.

**Article 276.-** If an Insurance Institution does not comply with the obligations contracted in the insurance contract within the time frames established for compliance, it shall pay the creditor indemnification for default, in accordance with the following:

- I. Obligations in national currency shall be denominated in Investment Units, at their value as of the date of expiration of the time periods referred to in the initial part of this Article, and their payment shall be made in national currency, at the value which the Investment Units had on the date on which same was carried out, in conformity with the provisions set forth in the second paragraph of Section VIII in this Article.

Further, the Insurance Institution shall pay default interest on the obligation denominated in Investment Units, in accordance with the provisions set forth in the preceding paragraph, to be capitalized monthly and at a rate equal to the product of 1.25, multiplied by the cost of attracting long-term funding denominated in Investment Units of multiple banking institutions in the country, as published by the Bank of Mexico in the Official Daily Gazette of the Federation, applied to each month during which the default persists;



- II. When the principal obligation is denominated in foreign currency, in addition to payment of that obligation, the Insurance Institution shall be obligated to pay default interest to be capitalized monthly and calculated by applying, to the obligation itself, the percentage that results from multiplying 1.25 by the cost of attracting long-term funding denominated in US dollars, from the multiple banking institutions in the country, as published by the Bank of Mexico in the Official Daily Gazette of the Federation, applied to each month during which the default persists;
- III. In the event that, on the date on which this calculation is made, the entities have not published the reference rates for calculating the default interest cited in Sections I and II in this Article, the rates of the immediately preceding month shall be applied; and for those cases in which said rates are not published, the default interest shall be calculated by multiplying 1.25 by the rate that replaces it, pursuant to applicable provisions;
- IV. The default rates referred to in this Article shall be generated on a daily basis, as of the expiration date of the deadlines referred to in the initial part of this Article until the date on which the payment provided for in the second paragraph of Section VIII in this Article has been made. For purposes of calculation, the reference rates referred to in this Article shall be divided by three hundred sixty-five and the result multiplied by the number of days contained in the months during which the non-compliance persists;
- V. In the case of repair or replacement of the damaged object, indemnification for default shall consist only of payment of the interest corresponding to the currency in which the principal obligation has been denominated, pursuant to Sections I and II in this Article and shall be calculated on the amount of the repair or replacement cost;
- VI. The rights of the creditor to the compensatory services provided herein are non-waivable. Any agreement intended to extinguish or reduce them shall not be valid for any legal purpose whatsoever. These rights shall arise as a result of the mere expiration of the time period provided by law for payment of the principal obligation, even though it is not liquid at that time.  
  
Once the amount of the principal obligation has been set pursuant to the agreement between the parties, or in a final ruling issued in legal proceedings before a judge or arbitrator, the compensatory services provided under this Article shall be covered by the Insurance Institution on the amount of the principal obligation determined thereby;
- VII. If the claim arising from the respective legal action is determined to be in accordance with law, even when payment of indemnification for default, as established in this Article, has not been claimed, the judge or arbitrator, in addition to the principal obligation, shall also order the debtor to pay for these services, pursuant to the preceding fractions;
- VIII. The indemnification for default consisting of the system upgrade and interests referred to in Sections I, II, III and IV in this Article shall apply to all types of insurance, except in the case of insurance bonds intended to guarantee claims related to the non-payment of tax credits, in which case it will be governed by the provisions contained in the Tax Code of the Federation.

Payment made by the Insurance Institution shall be done in one single lump-sum, to include the total balance for the following items:

- a) Default interest;
- b) The adjustment referred to in the first paragraph of Section I in this Article, and
- c) The principal obligation.

In the event that the Insurance Institution does not pay the total amount of the obligations assumed in the insurance contract in one single lump-sum and indemnification for default, the payments made shall apply to the items indicated in the order established in the preceding paragraph, for which reason default indemnification shall continue to accrue,

pursuant to the terms of this Article, on the amount of the unpaid principal obligation until such time as it has been repaid in full.

When the Institution files a defense motion seeking to suspend the proceedings for enforcement, as provided in this Law, and a final ruling is issued by virtue of which the challenged acts continue to subsist, the respective payment or charge shall include the indemnification for default that would have been generated by the primary obligation up until that time; and

- IX. If the Insurance Institution, within the legal terms and conditions, does not make payment as indemnification for default, the judge or National Commission for the Protection and Defense of the Users of Financial Services, as applicable, shall impose a fine of 1,000 to 15,000 days of minimum salary in effect.

In the case of administrative proceedings for enforcement, as provided in Article 278 of this Law, if the insurance institution, within the legal time frame or terms and conditions, does not make payment for the indemnification for default, the Commission shall impose upon it the fine indicated in this Section, at the request of the respective enforcing authority, pursuant to Section II in said Article.

**Article 277.-** On the subject of jurisdiction, for compliance of the ruling handed down in the proceedings, the Judge of record shall require the Insurance Institution, if so ordered by the Court, to show, within the subsequent seventy-two hours, that it has paid the indemnification which it had been ordered to pay, and in the case of failure to show such evidence, the Judge shall order the securities market intermediary or the depository institution holding the securities of the Insurance Institution, without liability for the depository institution and without requiring the consent of the Insurance Institution, to conduct an auction of the Insurance Institution's securities or, in the case of the institutions for deposit of securities referred to in the Law on the Securities Market, to transfer the securities to a securities market intermediary so that such an action will be carried out.

For contracts entered into with Insurance Institutions for the administration, brokerage, deposit or custody of titles or securities forming part of their assets, the obligation shall be established on the part of the securities market intermediary or of the depository institution to comply with the provisions set forth the preceding paragraph.

For contracts entered into with Insurance Institutions with securities depository institutions, the securities market intermediaries shall be advised that the depository institution will transfer the securities for the purpose of complying with the provisions set forth in the preceding paragraph and that the Insurance Institution shall have entered into an agreement establishing the obligation to auction the securities, in order to comply with the provisions set forth in this Article.

The securities market intermediaries and securities depository institutions with which the Insurance Institutions have entered into agreements for the administration, brokerage, deposit or custody of titles or securities forming part of their assets shall be subject, insofar as concerns what is indicated in this Article, to the provisions of this Law and all other applicable provisions.

The jurisdiction by territory for filing a lawsuit with respect to insurance shall be determined, upon the choice of the plaintiff, by virtue of the address of any of the local offices of the National Commission for the Protection and Defense of the Users of Financial Services. In a similar manner, the Judge of the legal domicile of said office shall have competence over this matter; any agreements which stipulate to the contrary of the provisions set forth in this paragraph shall be null and void.

### **Law for the Protection and Defense of the Users of Financial Services**

**Article 50 Bis.-** Each Financial Institution shall have a Specialized Unit whose purpose will be to handle inquiries and claims brought by Users. Said Unit shall be subject to the following provisions:

- I. The Head of the Unit shall have the power to represent and obligate the Financial Institution to comply with agreements arising from the handling of claims;
- II. It shall have regional managers in each federated entity where the Financial Institution has branches or offices providing customer service;
- III. Expenses arising from its performance, operation and organization shall be borne by the Financial Institutions;
- IV. It shall receive inquiries, claims, or requests for clarification brought by Users using any means which help to facilitate their receipt, including receipt at branches or offices for providing customer service to the public, and shall respond in writing within a term not to exceed thirty business days, to commence as of the date of receipt thereof; and
- V. The head of the Specialized Unit shall submit a quarterly report within ten days of the close of each quarter to the National Commission, identifying all inquiries, claims and requests for clarification received and handled by the Financial Institution under the terms established by the National Commission through the provisions of a general nature issued for such purposes.

The filing of claims with the Specialized Unit shall toll the statute of limitations regarding the legal actions to which they may give rise.

The Financial Institutions shall inform, by means of notices displayed in prominent places in all of their branches, the place, hours of operation and the responsible party or parties of the Specialized Unit. Users may, at their choice, submit their inquiry or claim to the Specialized Unit of the Financial Institution in question or the National Commission. The Specialized Units shall be overseen by the National Commission.

**Article 65.-** Claims shall be filed within the term of two years as of the date on which the event giving rise thereto occurred, or otherwise, as of the date of denial by the Financial Institution to satisfy the request of the User or, in the case of claims for unrequested services, as of such time as it became aware of the event in question.

A claim may be filed in writing or brought by any other means at the discretion of the User, addressed to the legal domicile of the National Commission or any of the local offices or Specialized Units referred in Article 50 Bis of this Law, of the respective Financial Institution.

**Article 68.-** The National Commission shall exhaust all possibility of remedy through settlement proceedings, according to the following rules:

- I. Settlement proceedings shall only be conducted in regard to claims whose total amounts are less than three million investment units, except in the case of claims against insurance institutions, in which case the amount shall be less than six million investment units.

**I Bis.** The National Commission shall serve notice summoning the parties to a settlement hearing to be held within twenty business days, said period to commence as of the date on which the claim is received.

The settlement hearing may be held by telephone or by any other suitable means, in which case the National Commission or the parties may request that any commitments assumed therein be confirmed in writing.

- II. The Financial Institution, through its representative, shall provide a report in writing to be submitted before or at the time of the settlement hearing described in the preceding section;
- III. In the report described in the foregoing section, the financial institution shall reply in a reasoned manner to each and every one of the facts referred to in the claim, or otherwise such report shall be considered not to have been submitted for all legal purposes as may arise;

The financial institution shall attach to the report all documents, information, and any other evidence which it deems pertinent in support thereof; nevertheless, the National Commission may, at any time, require the financial institution to deliver information, documents or electromagnetic media which it requires by virtue of the claim and the report;

- IV. The National Commission may, for well-founded reasons, adjourn the settlement hearing only once. In that case, the National Commission shall indicate the date and time to continue same, which shall be held within the next ten business days.

Failure to submit the report shall not constitute grounds for adjournment of the hearing.

- V. Failure to submit the report shall cause the National Commission to assess the admissibility of the User's claim based on the evidence which it has available or which it can obtain, as provided in Section VI and for purposes of the issuance of the ruling, if any, as provided in Article 68 Bis.
- VI. The National Commission may, when it so deems or upon the request of the User, at the respective settlement hearing or within the ten business days before such meeting is held, request additional information from the Financial Institution, and as applicable, adjourn the hearing, requiring the Financial Institution to submit the additional report on the new date;

It may also decide to conduct any proceedings which would allow it to provide evidence of the facts constituting the grounds of the claim.

- VII. In the respective hearing, the parties shall be advised to reach a settlement regarding their interests, for which purpose the mediator will formulate settlement proposals and try to conduct the hearing in an orderly and coherent fashion. Should the parties fail to reach a settlement, the mediator shall consult the Register of Public Offers of the Arbitration System on Financial Matters, as provided in this Law, for the purpose of informing the parties that their dispute may be settled through arbitration with the National Commission, for which reason it will invite them to appoint, by mutual agreement, the National Commission as an arbiter to decide their dispute, and it shall remain, at the option of the parties, to decide whether such arbitration will be conducted by amiable composition or through arbitration in law.

For the case in which the corresponding arbitration agreement is entered into, the respective hearing may, at the User's request, be continued for the sole purpose of allowing the User to seek advice from a legal representative. The respective arbitration agreement shall be stated on the record signed by the parties with the National Commission for such purpose.

Should the parties fail to submit to arbitration, they shall reserve their rights so that they may be asserted before the courts with competence over these matters or through the appropriate legal channel of proceedings.

In the event that the Financial Institution does not appear at the settlement hearing, a monetary fine shall be imposed upon it and it shall be summoned to a second hearing, to take place within a term not to exceed ten business days; should it fail to appear at this second hearing, a new monetary fine shall be imposed upon it.

The National Commission shall hand the plaintiff, upon payment of its cost, a certified copy of the ruling referred to in Article 68 Bis, so that the latter may enforce it with the courts having jurisdiction over this matter;

The Financial Institution shall be made aware of this request, so that it may state whatever it deems to be in its interests, producing any evidence and proof considered appropriate within a term not to exceed ten business days. Should the Financial Institution fail to make any statement within the aforesaid term, the Commission shall issue its decision with the evidence in its possession.

- VIII. Should the parties reach a settlement in order to resolve the claim, such settlement shall be indicated on the record setting forth the particulars of the agreement for this purpose. The National Commission shall at all times explain to the User the extent and the consequences of such settlements; if, after hearing this explanation, the User decides to accept the settlement, the agreement will be signed by both parties and the National Commission, setting a term in which to provide evidence of compliance therewith. The agreement signed by the parties shall be considered *res judicata* and an enforceable matter;
- IX. The burden of proof with respect to the performance of the agreement falls upon the Financial Institution and, in the event of failure to do so, it shall be penalized as set forth in this Law; and
- X. Once the settlement hearings have concluded, should the parties fail to reach a settlement, the National Commission will issue the respective record. In the event that the Financial Institution declines to sign the record, this fact will not affect its validity and said denial shall be entered into the record.

In addition, the National Commission shall order the respective Financial Institution to record the totally reserved contingent liability resulting from this claim and shall notify the National Commissions responsible for its oversight of this fact.

In the case of mutual insurance institutions and companies, the order mentioned in the second paragraph of this section shall refer to the creation and investment, pursuant to Law on the subject of insurance, of a specific technical reserve to cover the obligations for which compliance is pending, said amount not to exceed the insured sum. Such reserve shall be recorded in a specific line item on the accounting books.

In the cases provided for in the preceding two paragraphs, the accounting entry may be cancelled by the Financial Institution under its strict liability, provided that one hundred eighty calendar days have elapsed after such entry was made without the claimant having enforced his right before a court of competent jurisdiction or if arbitration proceedings have not commenced, according to this Law.

The recording of the contingent liability or the creation of the technical reserve, where applicable, shall be mandatory in those cases in which the National Commission will issue the ruling referred to in Article 68 Bis of the present Law. If, from the records in the respective file, it is evident, upon the judgment of the National Commission, that User's claim is inadmissible, the Commission may refrain from ordering that the contingent liability or the creation of the technical reserve fund be recorded, where applicable.

- XI. No petitions for appeal against the procedural rulings issued by the National Commission will be admissible.

## Law on Navigation and Maritime Commerce

**Article 157.-** Average is understood to be any damage or harm suffered by the vessel at port or during navigation, or that which affects the cargo from such time as it has shipped until it is unloaded at the destination, as well as all extraordinary expenses incurred during transit for the preservation of the vessel, cargo, or both.

Averages are classified into:

- I. **Common or general averages.** Those in which the extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety, for the purpose of preserving the property endangered in a common risk of maritime shipping. The amount of common averages shall be borne by all parties concerned in the voyage, in proportion to the amount of the respective interest held by them; and
- II. **Particular or single averages.** those which are not to be considered as common averages. The sum of the particular averages shall be borne by the owner of the property that has suffered damage or party who has borne the extraordinary expense, without prejudice to any actions for liability which the latter may be entitled to bring against third parties.

“In compliance with the provisions set forth in Article 202 of the Law on Insurance Institutions and Surety, the contractual documentation and technical notes comprising this insurance product were recorded with the Comisión Nacional de Seguros y Fianzas, as of the September 29th, 2016, under number CNSF-S0039-0764-2016/CONDUSEF-000397-01”.

## **General Clause. Consent - Privacy Notice**

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The Owner of the Personal Information collected hereby grants consent to the Company for the processing and transfer of his Personal Information, including sensitive information regarding assets, pursuant to the terms of the notice established below.

The Company informs the Owner of the Personal Information, including information that is sensitive and involves assets and financial data, collected for the purpose of the legal relationship which we have entered into or may enter into with said Owner, where necessary, that said information will be treated for such purposes as: identification, operation, administration, analysis, offer and promotion of goods, products, services and/or commercial prospecting, as well as to comply with the obligations derived from said relationship and for other compatible and analogous purposes.

The Personal Information given to the Company which is not of a public nature shall be treated with due confidentiality and stored under the same security standards with which we safeguard our Company's information. Under no circumstances shall this Personal Information be marketed or transferred in any manner; however, it is hereby agreed that the Owner accepts the transfer of said Personal Information, among others, to third parties in the following cases; i) for purposes inherent to the legal relationship established with the Owner of the Personal Information; ii) in those cases provided by Law or for the purpose of the application or administration of justice; iii) for purposes of cooperation and statistics with the Insurance sector; and iv) in all other cases as provided for under applicable laws.

The Owner of the Personal Information may ask the Company for access, rectification, cancellation and expression of his objection to the processing and transfer of said Information, as well as limitation of its use and revocation of consent by means of a written document on which is stated the Owner's name, address, a precise and clear description of the information regarding which he wishes to exercise any of the abovementioned acts, accompanied by a copy of an official identification document with photo.

**Chubb Seguros México, S.A.**, legally domiciled on Av. Paseo de la Reforma No. 250, Edificio Capital Reforma, Torre Niza, 15th floor, Colonia Juárez, Delegación Cuauhtémoc, Postal Code 06600, in Mexico City, Federal District, is responsible for the treatment of your personal information, to be used for the following purposes: to analyze the issuance of insurance policies and the payment for occurrences; to create a file, contact, [or] external audits for the issuance of reports from our company, as well as for promotional offers and the sale of various financial products. For more information regarding the treatment and the rights to which you are entitled to exercise, you may visit the Comprehensive Privacy Notice at the following address.

In compliance with Article 202 of the Law on Insurance Institutions and Surety, the contractual documentation and technical notes comprising this insurance product were recorded with the Comisión Nacional de Seguros y Fianzas, as of the September 29th, 2016, under number CNSF-S0039-0764-2016/CONDUSEF-000397-01.

## **Booklet of Basic Rights of the Contracting Parties, Insured and Beneficiaries (Vehicles)**

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### **Before and during contracting the insurance, our insured have the following rights:**

1. To request from agents, employees and legal representatives their identification as evidence of their status as such.
2. To ask to be informed about the amount of the Commission which applies to the broker for the sale of the insurance.
3. To receive all information allowing one to learn about the general conditions of the insurance, including the scope of the coverage contracted, how to maintain such coverage, as well as how to terminate the insurance contract.

### **During our handling of the occurrence, the insured shall have the following rights:**

1. To receive the payment of benefits resulting from insured amounts, although the premium of the insurance contract may not have been paid, provided that the grace period for its payment has not lapsed.
2. Comprehensive advice regarding your claim by a representative of the Company.
3. The insured has the right to know that the Company may decide, as established in the policy, to repair the insured vehicle or pay indemnification therefor, informing the insured about the bases, the criteria to be followed and the options, as well as to receive the relevant documentation covering repair/indemnification for the loss.
4. The Insured shall have the right to receive legal support during the handling of the occurrence by the company's legal department or that of a third party authorized for such purposes, if necessary, and provided that the insured has the applicable coverage.
5. To contact the Company and express his opinion to the supervisor responsible for the adjuster about the service or advice received.
6. To receive information regarding the processes following the loss.
7. To charge the Company indemnification for past due, in the event of failure to make timely payment of the sums insured.
8. To request issuance of a technical report from the National Commission for the Defense of Users of Financial Institutions (CONDUSEF) in the event that a claim has been filed to them, and the parties have not yet submitted to arbitration.

In the case of dispute, the insured has the right to file a claim, complaint, inquiry or request for clarification with the Specialized Customer Care Unit at [uneseguros@chubb.com](mailto:uneseguros@chubb.com)

### **Primary policies and procedures which adjusters shall follow:**

1. Verbally identify themselves as a Company adjuster.
2. Ask about the well-being of the insured as well as that of their companions.
3. Explain, in a general manner, to the insured the procedure to be undertaken during the handling of the loss.
4. As a representative of the Company, advise the insured about the procedures following the loss.
5. Obtain a statement regarding how the occurrence took place and other administrative information so that the Company can support the admissibility of same.
6. Hand out a privacy notice in the event that personal information is collected.
7. Give the Company the file with the information collected about the loss.

“In compliance with the provisions set forth in Article 202 of the Law on Insurance Institutions and Surety, the contractual documentation and technical notes comprising this insurance product were recorded with the Comisión Nacional de Seguros y Fianzas, as of the September 29th, 2016, under number CNSF-S0039-0764-2016/CONDUSEF-000397-01”.

## Contact

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