



# Tourist Auto Southbound Insurance (Foreign Plates in Mexico)

English Version - Courtesy Translation

CHUBB®

**Contents**

First Section	
Special Provisions	5
1st Clause. Definitions	5
2nd Clause. Risks and Insured Property	7
2.1 Property Damage	7
2.2 Vehicle Total Theft	8
2.3 Medical Expenses for Occupants of the Insured Vehicle	8
2.4 Third Party Liability	10
Insured Property	11
Special Equipment	11
Trailers and Boats	12
Motorcycles	13
3rd Clause. Platinum Coverage	13
3.1 Property Damage	14
3.2 Vehicle Total Theft	15
3.3 Medical Expenses for Occupants of the Insured Vehicle	15
3.4 Third Party Liability	16
4th Clause. General Exclusions	16
5th Clause. Sums Insured	18
6th Clause. Reinstallment of Sums Insured	19
7th Clause. Currency	19

8th Clause. Territoriality	20
9th Clause. Obligations of the Insured in case of a Claim	20
10th Clause. Other Insurance	21
11th Clause. Assessment Bases and Damage Compensation	21
12th Clause. Compensable Proportion	23
13th Clause. Contracting the Use of Electronic Media	23
 Second Section	
General Provisions	24
1st Clause. Premium	24
2nd Clause. Past Due Interest	24
3rd Clause. Salvages	26
4th Clause. Loss of the Right to Compensation	26
5th Clause. Early Termination of the Contract	26
6th Clause. Arbitration	27
7th Clause. Prescription	27
8th Clause. Jurisdiction	28
9th Clause. Communications	28
10th Clause. Subrogation	28
11th Clause. Language	28
12th Clause. Article 25 of the Insurance Contract Law	29
13th Clause. Commissions or Compensations	29

14th Clause. Delivery of Contractual Documents	29
15th Clause. Risk Aggravation	30
Third Section	
Assistance Services and Travel Benefits	32
I. Terms and Conditions for Assistance Services	32
1. Automobile Assistance Services in Mexico	33
2. Medical Assistance	35
3. Other Assistance Services	37
4. Travel Benefits	37
5. Assistance Services derived from Temporary Import Permit for the Insured Vehicle	37
6. Legal assistance	38
Booklet of Basic Rights of the Contracting Parties, Insured and Beneficiaries (Vehicles)	41

# Tourist Auto Southbound Insurance (Foreign Plates in Mexico)

## First Section Special Provisions

The Insurer is bound to compensate for damage suffered or caused only within the stipulated territory established in the Policy's declaration page, inside the Mexican Republic, 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 within the stipulated territory established in the Policy's declaration page, inside 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 9th Clause item b).**

### 1st Clause. Definitions

---

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

#### **1. Transit 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. 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.

**5. Cargo Type A**

It is cargo for vehicles for personal use, which includes goods with a reduced degree of danger in transport, such as, but not limited to: household goods, clothing, toys, bicycles, plants.

**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 Coverage.

**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 Risks Insurance**

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

**15. 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.

**16. 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.
- SUV and Cross Over Vehicles.
- Motor Homes.
- Vans and Minivans.
- Motorcycles.
- Trailers.
- Minivans.
- Wagons
- 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.

**17. 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.

**2nd Clause. Risks and Insured Property**

---

**2.1 Property 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**

Property Damage suffered by the insured vehicle as a result of collision, overturning and/or glass breakage.

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

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

**c) Forces of Nature**

Property 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**

Property 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 suffered by vandalism to the insured vehicle are expressly excluded.**

**e) Transportation of the Insured Vehicle**

Property 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 repair costs up to the limit established in the certificate of insurance and/or Policy specification.**

**Deductible for 2.1 Property Damage**

The Insurer shall pay for damages or property losses that exceed the deductible established on the Certificate of Insurance and/or Policy Specification, which will be shown as a percentage of the sum insured for this coverage with a mandatory minimum amount which will need to be paid by the Insured. This deductible shall be applied every time a compensable accident occurs.

**Deductible of Glass Breakage**

For policies with a term equal to or greater than 6 months, and only for glass breakage claims, the Insured will be charged with a deductible corresponding to 20% of the replacement and installation value of the affected glass.

**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 2.2 Vehicle Total Theft**

In each reported claim, the Insured shall be responsible for the payment of the deductible in a percentage of the agreed limit with a mandatory minimum, on the Certificate of Insurance and/or Policy Specification.

In the event of Property Damage as a result of the Total Theft, the Insurer will only pay for damages that exceed the amount of the deductible stipulated in section 2.2 Vehicle Total Theft.

**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 will reimburse medical expenses, when these are made with a different provider other than the one requested by the Insurer, when the Insured due to force majeure or any fortuitous event, is forced to require emergency medical attention derived from an accident in the insured vehicle as a result of covered risk under this Policy. All reimbursements will be subject to the 9th Clause, Obligations of the Insured in an event of a Claim.

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 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 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 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	% Contracted Limit
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 carpal metacarpal 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 tibiotarsus 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 2.3 Medical Expenses for Occupants**

This coverage works without a deductible.

**2.4 Third Party Liability**

When shown as covered 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.

This coverage extends to the following risks, which does not mean an increase in the sum insured contracted:

**Third Party Liability for Cargo type "A"**

This coverage protects the Civil 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 Damage with the cargo that the insured vehicle transports, as long as the cargo is on board of the insured vehicle. The classification is limited to type "A" cargo, for personal use vehicles only, which includes goods with a reduced degree of danger in transport, such as, but not limited to: household Items, clothing, toys, bicycles, plants.

**Third Party Liability for Adaptations:**

The Third Party Liability Coverage for Property Damage and Bodily Injuries (Combined Single Limit), will be extended, when the Insured is responsible for the accident and the insured vehicle is driven for personal use only and causes damage with the following adaptations: roof baskets, luggage rack, bicycle rack, tow bars or tow ball, bull bar, stirrups, as long as they are correctly installed in the insured vehicle at the moment of the accident.

For any other type of adaptation, they must be previously declared written by the Insured to the Insurer and must appear described within the Certificate of Insurance and/or Policy Specification.

**Third Party Liability for the First Trailer:**

The coverage of Third Party Liability for Property Damages and Bodily Injuries (Combined Single Limit), will be extended, when the insured is responsible for the accident and the insured vehicle is for personal use and causes damage with the first trailer and/or with the cargo that the same trailer transports, as long as the trailer is hooked and is towed by the insured vehicle at the moment of the accident. This coverage does not cover more than one trailer.

**Deductible 2.4 Third-Party Liability**

This coverage works without a deductible.

**Insured Property****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) Damage suffered by the special equipment installed in the vehicle as a consequence of the risks indicated in coverage 2.1 Property Damage.
- b) Theft, damage or loss of special equipment as a consequence of vehicle total theft and the property damage or loss listed in coverage 2.2 Vehicle Total Theft.

The cost of the special equipment of the insured vehicle shall be added to the vehicle's value, therefore constituting the sum insured for coverages 2.1 Property Damage and 2.2 Vehicle Total 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.

The special equipment value will be stipulated in the Certificate of Insurance and/or Policy Specification.

The maximum limit of compensation for this coverage will be the value of the especial equipment less the corresponding depreciation, applying 10% depreciation rate per year from the date of acquisition of the especial equipment. In no case the compensation will exceed the real value of the goods at the date of the claim.

**All sound and video equipment and game consoles inside the insured vehicle and that have not been originally adapted by the manufacturer are specifically excluded from the coverage described in this coverage.**

**Deductible for Special Equipment**

Invariably the same deductibles for coverages 2.1 Property Damage and 2.2 Total Vehicle Theft shall apply to this coverage.

**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 Trailer**

A Personal Trailer shall be understood as a boat trailer, trailer tent, motor home or cargo trailer, **excluding the household coverages 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 coverages:

- 2.1 Property damage, even if the trailer is unhooked from the insured vehicle.
- 2.2 Total Theft of the Trailer, even if the trailer is unhooked from the insured vehicle

The description and value of the Trailer shall appear Certificate of Insurance and/or Policy Specification.

The maximum limit of compensation for this coverage will be the commercial value of the trailer on the date of the loss. In no case the compensation will exceed the declared value.

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

**Deductible for Personal Trailers**

Invariably the same deductibles for coverages 2.1 Property Damage and 2.2 Total Vehicle Theft shall apply to this coverage. Third Party Liability works without a deductible.

**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 are 2.1 Property Damage and 2.2 Total Vehicle Theft.

Description and value of the trailer must be declared in the Certificate of Insurance and/or Policy Specification  
The maximum limit of compensation for this coverage will be the commercial value of the trailer on the date of claim. In no case the compensation will exceed the declared value.

In no case vehicles towing more than one trailer at the same time will be covered.

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

Invariably the same deductibles for coverages 2.1 Property Damage and 2.2 Total Vehicle Theft shall apply to this coverage. Third Party Liability works without a deductible.

Boat shall be understood as the vessel indicated in the Certificate of Insurance and/or Policy Specification

Boats will be covered only while on platform or boat that transports it.

The boat described in the Certificate of Insurance and/or Policy Specification will be covered by all the risks described in following coverages.

- 2.1 Property Damage, even when the platform or boat-trailer is hooked or not to the insured vehicle.
- 2.2 Total Theft, when the platform or boat-trailer is hooked or not to the insured vehicle.

**The coverage does not apply:**

- **If the boat is separated from the platform or boat-trailer that transports it.**
- **Damages suffered or caused to the Boat when it is being embarked or disembarked from its platform or boat-trailer.**
- **If the boat is in the water.**

The boat description and value must be declared on the Certificate of Insurance and/or Policy Specification.

The maximum limit of compensation for this coverage will be the commercial value of the boat on the date of the loss. In no case the compensation will exceed the declared value.

**Deductible for Boats**

Invariably the same deductibles for coverages 2.1 Property Damage and 2.2 Total Vehicle Theft shall apply to this Item.

**Motorcycles**

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

The Motorcycle(s) shall be covered under all the contracted coverages shown as such in the Certificate of Insurance and/or Policy Specification, **except for coverage 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, are coverages 2.2 Total Vehicle Theft and 2.4 Third-Party Liability.

**Deductible for Motorcycles**

Invariably the same deductibles for coverages 2.1 Property 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, off road or on non-conventional or illegal roads.**

### **3rd Clause. Platinum Coverage**

---

The Insured may contract the following fixed package called Platinum Coverage, which offers the advantage of greater protection, in which the coverages from Clause 2. Risks and Insured Property, are extended and includes what its indicated below:

### 3.1 Property Damage

#### A. Vandalism

This means the intentional and malicious damage to or destruction of the Insured Vehicle. The deductible amount established for coverage 2.1 Property 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 if the insured decides to repair the vehicle in the United States of North America or Canada.

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

If the labor cost to repair the Insured Vehicle 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 Section B further described.

#### Limits

The amount indicated in the Certificate of Insurance and/or Policy Specification under Coverage 2.1 Property Damage.

#### C. Deductible

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

#### D. Deductible waiver when a responsible third party does not have car insurance

The deductible of coverage 2.1 Property Damage will be eliminated derived from a covered accident, as long as each and every one of the following conditions are fulfilled:

- That the damage suffered by the insured vehicle is greater than the deductible stipulated in the Declaration Page.
- There is a fully identified third party who has participated in the accident through a motorized vehicle
- That the third party has been found guilty by the Mexican authority and/or by the Insurer's adjuster
- That the third party does not have an auto insurance Policy or their auto insurance does not cover the Third Party Liability coverage or that the contracted Third Party Liability limits are lower than the value of the insured's deductible or the third party's Insurer denies for any circumstance the coverage.
- In the event of a hit-and-run caused by a responsible vehicle that has caused damage to the insured vehicle without the ability to identify the responsible vehicle driver or owner, the insured must at least obtain the license plate number of the responsible vehicle and comply with the obligation to immediately report the accident to the Mexican authorities and that the authorities determine that the third party vehicle was responsible for the accident.

If, required by the Insurer, the Insured undertakes to carry out any necessary paperwork or procedures to protect subrogation rights against the responsible third party.

#### **This coverage does not include the following third-party vehicles:**

- **Property adapted or available for the regular use of the insured or any other family member and/or economic dependent of the insured.**
- **Property of any government entity or agency.**
- **Functional on rails.**
- **In the case of Motorhomes, while parked for residential use.**

**Exclusions - Deductible waiver when a responsible third party does not have car insurance. This coverage is excluded in the following cases:**

- **When the insured vehicle does not have the Property Damage coverage contracted in their Policy.**
- **If the insured or legal representative reached a direct arrangement with the person responsible for the accident without the consent of the Insurer.**
- **While the insured vehicle is used without the permission or consent of the insured.**
- **When, in the event of hit and run, it has not been possible to identify the responsible uninsured vehicle at least by the license plate number or, if it is in possession of that number, the insured has not informed the Insurer and the Mexican authorities of his claim.**

### 3.2 Vehicle Total Theft

#### Partial Theft

This coverage 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 coverage, the Exclusion n) from the 4th CLAUSE from the General Exclusions shall be automatically ineffective.

#### Deductible

A fixed deductible shall be applied, not a percentage of the limit; therefore, a minimum deductible does not apply. This deductible shall appear in the Certificate of Insurance and/or Policy Specification.

### 3.3 Medical Expenses for Occupants of the Insured Vehicle

#### a) Additional Sum Insured of the Limits for Medical Expenses for Occupants

This coverage 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, 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.

#### b) Additional Sum Insured in excess of the Limits for Medical Expenses for Occupants when a responsible Third Party does not have car insurance

When an uninsured third party is 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.

This coverage will take effect as long as the following conditions are fulfilled

There is a fully identified third party who has participated in the accident through a motorized vehicle

- That the third party has been found guilty by the competent authority and / or by the Insurer's adjuster
- That the third party does not have an auto insurance Policy, or their auto insurance does not cover the Third Party Liability coverage or that the contracted Third-Party Liability limits are lower than the value of the insured's deductible or the third party's Insurer denies for any circumstance the coverage.



- In the event of a hit-and-run caused by a responsible vehicle that has caused damage to the insured vehicle without the ability to identify the responsible vehicle driver or owner, the insured must at least obtain the license plate number of the responsible vehicle and comply with the obligation to immediately report the accident to the Mexican authorities and that the authorities determine that the escaped vehicle was responsible for the accident.

If required by the Insurer, the Insured undertakes to carry out any necessary paperwork or procedures to protect subrogation rights against the responsible third party.

**This coverage does not include the following third-party vehicles:**

- **Property adapted or available for the regular use of the insured or any other family member and / or economic dependent of the insured.**
- **Property of any government entity or agency.**
- **Functional on rails.**
- **In the case of Motorhomes, while parked for residential use.**

**Exclusions - Sum insured in excess for Medical Expenses to occupants when a responsible third party does not have car insurance.**

**This coverage is excluded in the following cases:**

- **If the insured or legal representative, reached a direct arrangement with the person responsible for the accident without the consent of the Insurer.**
- **While the insured vehicle is used without the permission or consent of the insured.**
- **When, in the event of a collision and escape, it has not been possible to identify the responsible uninsured vehicle at least by the registration number or, if it is in possession of that number, the insured has not informed the Insurer of his claim and the Mexican authorities.**

**Deductible**

No deductible applies.

### **3.4 Third-Party Liability**

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

This coverage 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 coverage, 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.

### **4th Clause. General Exclusions**

---

**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) Third Party Liability for damages caused by the Cargo
  - When at the time of the accident, the cargo transported by the insured vehicle corresponds to a type of cargo with greater danger than cargo type A.
  - Damage caused by the cargo during loading and unloading maneuvers on the insured vehicle, or if the trailer and/or semi-trailer is unhooked from the insured vehicle.
  - Damage caused by the cargo transported by the insured vehicle, when its means of transport does not comply with the limits and specifications established by the manufacturer or by current and applicable regulations.
  - Any damage suffered or caused to the transported cargo and/or its containers or means of transport.
  - Any damage due to the cargo towards the vehicle and/or trailer that transports it.
- h) Property loss or damage suffered or caused by the vehicle due to driving on non-conventional roads or conventional roads in impassible conditions.
- i) When the vehicle is directly involved in speed or resistance competitions or safety tests.
- j) Damage suffered or caused by the insured vehicle when it is used for the teaching or driving or operation training.
- k) 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.
- l) 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.
- m) 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.
- n) 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.

- o) Vandalism is excluded unless the insured has acquired the platinum endorsement mentioned in the 3rd clause of the specific provisions of this Policy.**
- p) Property 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.**
- q) 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.**
- r) 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.**
- s) 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.**
- t) Loss or damage due to natural wear of the insured vehicle or of its parts, as well as depreciation of the vehicle.**
- u) 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.**
- v) Third Party Liability for moral damage to occupants of the insured vehicle.**
- w) 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.**
- x) 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**
- y) There is no coverage of medical expenses for people who occupy any trailer even if the trailer is covered by this Policy.**
- z) Vehicles used for public transport or for the transport of goods.**
- aa) The loss or damage sustained or caused by an insured vehicle registered in the Mexican Republic.**
- bb) Any type of claim or loss occurred outside the limits of the States of the Mexican Republic stipulated as such in the Application, Declaration Page and/or Policy Specification.**

## **5th Clause. Sums Insured**

---

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 Property Damage and 2.2 Vehicle Total Theft, the sum insured for private cars, pick-up trucks, mobile homes and motorcycles shall be the value declared by the insured that appears on the Certificate of Insurance and/or Policy Specification.

If the Insurance Company decrees the total loss of the vehicle, for Property Damages or Vehicle Total Theft, they will pay up to the maximum contracted limit shown on the Certificate of Insurance and/or Policy Specification, while never exceeding the reference value described below:

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

- a) The Company will use the "Base" value published by the N.A.D.A. "National Automobile Dealers Association" Guide now J.D. Power Guide except for motorcycles and motorhomes where the "Low Retail" will be used.
- 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 value of the section "Buy from a Private Party" current on the date of the loss published by the Kelley Blue Book Co. of the United States of America which can be consulted at [www.kbb.com](http://www.kbb.com).
- c) In case of any disagreement between the parties involved, The Company shall consult the value in "CCC Information Services", current at the date of the loss, agreeing that this value will be final.
- d) 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", "Off highway 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) The Company will use the "Clean" value published by the N.A.D.A. "National Automobile Dealers Association" Guide now J.D. Power Guide except for motorcycles and motorhomes where the "Low Retail" will be used.
  - 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 value of the section "Buy from a Dealer" current on the date of the loss published by the Kelley Blue Book Co. of the United States of America which can be consulted at [www.kbb.com](http://www.kbb.com).
  - c) In case of any disagreement between the parties involved, The Company shall consult the value in "CCC Information Services", current at the date of the loss, agreeing that this value will be final.
  - d) 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", "Off highway 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 coverages 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 and it will be stipulated in the declaration's page.
  3. For coverages 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 in which corresponding depreciations according to what is stipulated in this contract must apply.

**6th Clause. Reinstallment of Sums Insured**

---

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.

**7th Clause. Currency**

---

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.

## 8th Clause. Territoriality

---

This Policy applies only to losses, claims and lawsuits within the limits of the United Mexican States, except when the Insured contracts the Policy with a territorial limit of coverage, in which case the Policy applies only to losses, claims and lawsuits within the territorial limits declared in the declaration page and/or Policy Specification.

## 9th Clause. Obligations of the Insured in Case of a Claim

---

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

- a) **Cautions:** 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) **Claim Notification:** 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.

## 10th Clause. Other Insurance

---

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.

## 11th Clause. Assessment Bases and Damage Compensation

---

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 paragraph, 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 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 Property 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 Property 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 esthetic damages.



The repair time it takes to repair the Insured Vehicle will depend on the existence of parts and/or spare parts, as well as the necessary work in labor and/or painting, the Company must inform the Insured directly or through the repair facility, agent or its representative, the process and progress of the repairs, providing for a maximum delivery period of 20 (twenty) business days from the date on which the Insured has delivered the Vehicle to the Company or the repair facility. This period may be extended by 10 (ten) business days when there are unfavorable circumstances in the verifiable supply of damaged parts and/or components. In the event that once the previous deadline has passed, there were no parts and/or spare parts available due to a shortage, such period will be extended until the spare parts necessary for the repairs are available. In this case and depending on the shortage or whether the Insured did not accept the estimated repair process by the Company, the Company may choose to offer payment according to the amount of the damage assessed and the repairs pending to be carried out, considering what is provided for by the applicable indemnity conditions.

**Criteria to determine the replacement or repair of damaged parts and components.** The parts or spare parts will be replaced only in cases in which the repairs visibly damage its aesthetics or when the repair is not convenient for the Insured Vehicle. The availability of the parts is subject to stocks by the manufacturer, importer and/or distributor, so the Company's demand for their location in cases of generalized shortages is not the subject of this contract.

**Terms of responsibility and guarantee of the Company on repairs.** The Company's responsibility consists of locating possible suppliers that offer spare parts and parts, confirming their existence and availability to supply them; as well as verify that the workshop or agency installs the parts that have been requested and their repair is in an appropriate manner, leaving the Company's power to select the quality, origin and physical conditions of the same, with the understanding that they must not affect the functionality or aesthetics of the Vehicle. The Company will provide the Insured with a warranty certificate valid for one year for the work carried out to repair their Vehicle. Notwithstanding the provisions of the previous options, in the event of damage not detected at the time of the valuation and that is a consequence of the claimed incident, the Insured will notify the Company and present the Vehicle for evaluation and, if applicable, its corresponding repair.

**Conditions applicable for indemnity payments.** When the Company chooses to pay, it will do so with the express knowledge of the Insured or Beneficiary, who may choose one of the following modalities: a) Receive, according to the means of payment determined by the Company, payment for the damages suffered and included in the claim for the incident, which are appropriate according to the valuation carried out by the Company. b) That the Company makes the payment, according to the valuation it made, directly to the service provider that the Insured or Beneficiary has selected from among the agencies or automotive workshops with which the Company has agreements for this purpose and that are located available in the closest city to the scene of the accident. This option will operate with the same conditions applicable to repair of the Insured Vehicle indicated in the last point immediately above.

**Conditions applicable to the replacement of the insured property.** When the Company chooses to replace the affected property with another with similar characteristics (considering for those similar characteristics brand, type, model and mileage), it must notify the Insured or Beneficiary through the contact information that has been designated in the present insurance contract, so that it, in turn, expresses its satisfaction with this option.

In the event that the replacement option is not to the satisfaction of the Insured, the Company may always choose to pay the Insured in terms of the Conditions applicable in payment of this clause. In the event that the Insured agrees that the affected property be replaced, The Company will indicate the following process on how this replacement will operate: a) The Company will indicate to the Insured the location of the property susceptible to replacement; b) The Insured must go to carry out a review and evaluation of the property susceptible to replacement so that, where appropriate, the Insured can confirm their satisfaction with the replacement; c) The Company will inform the Insured that the replacement property has similar characteristics (considering for those similar characteristics brand, type, model and mileage) to the affected property and that it is subject to the warranty that the manufacturer, distributor, automobile lot or importer offers to the market. d) In the event that the Insured, after reviewing and evaluating the property susceptible to replacement, does not agree with it, the Company may choose to present another property for the consideration of the Insured or may choose to pay in accordance to what is indicated in these general conditions.

## **12th Clause. Compensable Proportion**

---

In no case shall the Insurer apply compensable proportion.

## **13th Clause. Contracting the Use of Electronic Media**

---

The Insured has the option of making use of electronic means (these being understood as equipment, optical or any other technology, automated data processing systems and telecommunications networks), for the execution of services or operations related to this Insurance Contract and that are available by the Company. The use of the aforementioned



Tourist Auto Southbound Insurance  
(Foreign Plates in Mexico)

electronic means, without the Contractor and/or Insured having objected before their first use, will automatically imply the acceptance of all the legal effects derived from them, as well as the terms and conditions of their use.

The terms and conditions of the use of electronic media are available (prior to their first use) on the Company's website: <https://www.chubb.com/mx-es/condiciones-generales.aspx>

## Second Section General Provisions

### 1st Clause. Premium

---

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 single payment, and must be paid at the time of acquiring the insurance policy, having the contracting party a grace period of 24 hours to make the payment of the premium.

### 2nd Clause. Past Due Interest

---

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:

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

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 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”.

### 3rd Clause. Salvages

---

This being an insurance Policy of temporarily imported tourist autos into national territory, in the event of a Total Loss by Property 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.

### 4th Clause. Loss of the Right to Compensation

---

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, in accordance with the articles 8, 9, 10, 47 and 48 of the Mexican Law on the Insurance Contract.**
- **If during the incident the Insured, the Beneficiary or their respective assignees act(s) by fraud or in bad faith.**
- **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.**

### 5th Clause. Early Termination of the Contract

---

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.

## **6th Clause. Arbitration**

---

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.

## **7th Clause. Prescription**

---

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.

## **8th Clause. Jurisdiction**

---

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.

## **9th Clause. Communications**

---

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.

## **10th Clause. Subrogation**

---

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.

## **11th Clause. Language**

---

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.

## 12th Clause. Article 25 of the Insurance Contract Law

---

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.

## 13th Clause. Commissions or Compensations

---

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.

## 14th Clause. Delivery of Contractual Documents

---

In compliance with the orders of the Comisión Nacional de Seguros y Fianzas chapter 4.11 from the sole document of Insurance and Surety submitted on December 19, 2014, 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 Articles 102 and 103 from the Insurance and Surety Institutions 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.
  - iii. Via email, with the prior consent of the Contractor and/or Insured.

For this purpose, the Insured or Contracting Party will choose the way in which they wish 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 **800 223 2001** in the Mexican 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 **800 223 2001** in Mexico City or the rest of the Republic;  
Provide information as requested by the operator, in order that the operator can verify the Policy and the existence of the client;

- i. 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;
- ii. Once you have submitted the information from the previous step, the Insured and/or Employer may call **800 223 2001** in Mexico City or the rest of the Republic, to confirm receipt of documents and request the folio number of the cancellation.

### Clause 15<sup>a</sup>. Risk Aggravation

---

**The obligations of the company will cease by right due to the essential aggravations that the risk may have during the course of the insurance in accordance with the provisions of Article 52 and 53 section I of the Law on the Insurance Contract.**

"The Insured must notify the insurance company of the essential aggravations that the risk may have during the course of the insurance, within twenty-four hours after they become aware of them. If the insured person omits the notice or if it causes an essential aggravation of the risk, the obligations of the company will cease from right in the future". **(Article 52 of the Law on the Insurance Contract).**

"For the purposes of the previous article, it will always be presumed:

- I.- That the aggravation is essential, when it refers to an important fact for the appreciation of a risk in such a way that the company would have contracted under different conditions if when entering into the contract it had known a similar aggravation;
- II.- That the Insured knows or should know about any aggravation that emanates from acts or omissions of his tenants, spouse, descendants or any other person who, with the consent of the insured, inhabits the building or has in his possession the furniture that is matter Insurance". **(Article 53 of the Law on the Insurance Contract).**  
In relation to the above, the insurance company will not be able to get rid of its obligations, when the breach of the notice of the aggravation of the risk has no influence on the claim or on the extension of its benefits. **(Article 55 of the Law on the Insurance Contract).**

"In cases of fraud or bad faith in aggravation of risk, the insured will lose the anticipated premiums". **(Article 60 of the Law on the Insurance Contract).**

The obligations of Chubb Seguros México, S.A. will be extinguished if it shows that the Insured, the Beneficiary or the representatives of both, in order to make it fall in mistake, conceal or inaccurately declare facts that would exclude or could restrict said obligations.

The same will be observed in the event that, for the same purpose, documentation on the facts related to the loss is not sent to you in time. **(Article 70 of the Law on the Insurance Contract).**

Therefore, the obligations of the company will cease by right, if the Contracting Party(ies), Insured(s) or Beneficiary (ies), in the terms of Article 492 of the Law of Insurance and Bonding Institutions and the AGREEMENT by which the general provisions referred to in article 492 of the Law of Insurance and Bonding Institutions, applicable to insurance institutions and mutual insurance societies are issued, is(were) convicted by means of a judgment definitive that has caused status, for any crime related or derived from what is established in Articles 139 to 139 Quinquies, 193 to 199, 400 and 400 Bis of the Federal Criminal Code and / or any article related to organized crime in national territory; Such judgment may be issued by any competent authority of the local or federal jurisdiction, or if the name of the Contracting Party(ies), Insured(s) or Beneficiary(ies), their activities, goods covered by the policy or their nationalities are published in an official list of crimes related to the provisions of the aforementioned articles, whether of a national or foreign nature from a government with which the Mexican Government has concluded any of the international treaties on the subject aforementioned, in terms of section X provision Thirty-ninth, section VII provision Forty-fourth or Provision Seventy-seventh of the AGREEMENT by which the general provisions referred to in article 492 of the Law of Insurance and Bonding Institutions, applicable to institutions and mutual insurance companies.

Where appropriate, the contract obligations will be restored once Chubb Seguros México, S.A., becomes aware that the name of the Contracting Party(s), Insured(s) or Beneficiary(s) is no longer present. in the lists mentioned above.



Chubb Seguros México, S.A. shall consign before the competent jurisdictional authority, any amount derived from this Insurance Contract could remain in favor of the person or persons referred to in the previous paragraph, in order for said authority to determine the destination of the resources. Any unearned amount paid that is paid after the fulfillment of the conditions previously indicated, will be consigned in favor of the corresponding authority.

**Invitation to Consult RECAS**

You can access this Policy through the RECAS (Registry of Insurance Adhesion Contracts) of the National Commission for the Protection and Defense of the User of Financial Services (CONDUSEF), which you can access through the following electronic address : <https://phpapps.condusef.gob.mx/recas/>

**Designated Legislation in The Insurance Contract**

The articles cited in these General Conditions can be consulted on the following internet site:

**Insurance and Surety Institutions Law**

<http://www.cnsf.gob.mx/Normativa/Paginas/LeyesReglamentos.as>

**Insurance Contract Law**

<http://www.cnsf.gob.mx/Normativa/Paginas/LeyesReglamentos.as>

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

<http://www.condusef.gob.mx/index.php/conoces-la-condusef/marco-juridico>

**Monetary Law for the United States of Mexico**

<http://www.diputados.gob.mx/LeyesBiblio/ref/lmeum.htm>

**Federal Criminal Law**

[http://www.diputados.gob.mx/LeyesBiblio/pdf\\_mov/Codigo\\_Penal\\_Federal.pdf](http://www.diputados.gob.mx/LeyesBiblio/pdf_mov/Codigo_Penal_Federal.pdf)

**Chubb Seguros México, S.A.**

Av. Paseo de la Reforma, No. 250, Torre Niza, Piso 15, Col. Juárez, Alcaldía 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, Alcaldía Cuauhtémoc,  
C.P. 06600, Ciudad de México.  
Toll Free from Mexico: 800 223 2001  
E-mail: [uneseguros@chubb.com](mailto: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-atencion](http://www.condusef.gob.mx/index.php/oficinas-de-atencion) E-mail: [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx)  
Toll Free from Mexico: 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 and Bonding Institutions, the contractual documentation and technical note comprising this insurance product, they were registered with the Comisión Nacional de Seguros y Fianzas, as of February 19<sup>th</sup>, 2025, with the number CNSF-S0039-0289-2024 / CONDUSEF-006522-02.

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

---

If they appear as covered on the Declaration Page and/or Policy Specification, the Insurer will grant through the assistance service provider with whom it has entered into a contract and whose identification and contact information appear on the Declaration Page and/or Policy Specification. The Provider will coordinate and/or provide assistance services. Notwithstanding that the mentioned services will be provided by the Provider, the Insurer will be solely responsible to the Insured for the performance of the Provider under this Insurance Contract.

1. In order to for the Assistance and Travel Benefit to take effect the insurance Policy must be in force and must be held at the time that it requires assistance. It should be clarified that assistance should be provided as covered in the Declaration Page and/or Policy Specification.
2. The person who appears as the Contractor on the Declaration Page and/or Policy Specification and the person who drives the vehicle (with the authorization of the Contractor) shall be identified for the purposes of these terms and conditions as "the Insured".
3. The person(s) accompanied by "the Insured" within the vehicle shall be identified for the purposes of this Policy as "Occupants".
4. For the claim reported to be covered by this Policy, it must be in Mexican territory and during the current period of the Policy.
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.

**All claims must be reported before you leave the Mexican Republic. Any unreported claim will be subject to denial. By the above please call 800 that appears on the cover of your Policy to report a claim before you leave the republic of Mexico.**

In case of accident, theft and/or requesting legal, travel or medical assistance in Mexico, please call the toll free number 800 that appears on the Certificate of Insurance to report your claim. 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: 52 55 4195-5348  
Mexico cell phone: 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.



## I. COVERED SERVICES

### 1. Automobile Assistance Services in Mexico

Assistance services will be provided only within the Mexican Territory (Mexico) to the insured vehicle 24 hours a day, 365 days a year.

The limit per events will be based on the policy period as follows:

- a) For policies up to 31 days of coverage, one event per type of service.
- b) For policies greater than 31 days, no limits per event, except gasoline supply which offers up to three events per policy period.

#### 1.1 Towing Service

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, including the crossing of the vehicle into the United States of America. If the Insured wants to tow the vehicle to another place other than the closest mechanical workshop, the Provider will tow the vehicle to the place indicated by the insured without exceeding the maximum transfer limit for this U.S. coverage. US\$1,000 It should be clarified that, if this sum is exceeded, the excess cost will be covered by the Insured. This service is provided within the Mexican Republic including the crossing of the vehicle into the United States of America.

The service mentioned in the previous paragraph will extend to the trailer and its contents, including, but not limited to boats, cars, boxes or personal objects, even when these have not been declared in the Policy, damaged or broken down. The sum insured by the set of towed units must not exceed the maximum limit stipulated in the previous paragraph.

In case of Total Theft recovered, the Provider will cover the cost of a tow truck service of the impound lot where the insured vehicle is located to the place indicated by the Insurer. The maximum limit of this coverage will be US\$1,000 this service is provided exclusively within the Mexican Republic.

In the event of a Total Loss declared by the Insurer and at the request of the Insured, if the Insured wants to move the insured vehicle to a place other than the nearest mechanic shop, the maximum towing limit in this coverage will be US\$1,000 it should be clarified that if this amount is exceeded, the excess cost will be covered by the Insured. This service is provided exclusively within the Mexican Republic.

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, and is considered as an RV, the weight exclusion shall not apply.

#### 1.2 Basic Roadside Assistance

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

##### A. 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.

##### B. TIRE CHANGE

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.

**C. GASOLINE SUPPLY**

If the insured vehicle runs out of fuel, The Service Provider will arrange the necessary fuel to get to the next fuel station. The cost of gasoline up to 10 liters will be paid by the Provider, the rest must be paid by the Insured. Maximum 3 events during the term of the Policy.

**D. LOCKSMITH**

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.

**E. OTHER LIQUIDS SUPPLY**

If the Insured vehicle should need some type of liquid to continue with the trip, the Insured must request this to the telephone operator and if possible the Company shall send help at Insured's expense and with his previous authorization. Maximum cost per event US\$100.

**F. EXTENSION OF ROAD ASSISTANCE TO THE POLICY HOLDER**

The Provider undertakes to extend the assistance 1.1 Towing Service and 1.2. Basic Assistance on the Road, only to the Policy Holder of the Automobile Insurance Policy, when he drives any vehicle other than the insured vehicle, as long as it has the same characteristics of use and service, which are stipulated on the Certificate of Insurance. The above benefits will be subject to the particular conditions, terms and exclusions of coverage 1. Automotive Assistance Service in Mexico.

Important: In all cases, the Insured must be present while the Provider's technician provides services to the insured vehicle.

**1.3 Rental Car Payment Due to a Covered Accident or Total Theft of The Insured Vehicle**

If the workshop where the repairs are taking place deems that the repair of the insured vehicle will last over 72 hours, the Insured will be able to rent a vehicle (same characteristics) for a maximum period of 20 (twenty) days, with a maximum cost of US\$1,000 american dollars or its equivalence in Mexican Pesos per event using the exchange rate at the time of payment, as long as the Insured fulfill the rental company requirements for the rental of the vehicle. The cost indicated in this paragraph will be paid by the Provider, in case it exceeds the amount or days indicated, the rest must be paid by the insured. This coverage operates in Mexico, the USA and Canada derived from this tourist auto Policy.

In the case of Total Theft covered by the insurance Policy, the rental of a car will be covered with a maximum period of 20 (twenty) days with a maximum cost of US\$1,000 american dollars or its equivalent in Mexican pesos per event at the exchange rate at the time of the payment, as long as 10 days have elapsed since the theft occurred and the unit has not been recovered. In case the unit has already been recovered after within 10 days of the theft, the coverage will apply in the same way, in order to provide support to the insured to manage the corresponding procedures for the release of the unit. The cost indicated in this paragraph will be paid by the Provider, in case it exceeds the amount or days indicated, the rest must be paid by the Insured.

**The car rental will be subject to the acceptance rules of the Rental Car Company. Neither the Insurer nor the Provider will pay under this coverage for any accident, damage or liability resulting from the use of this service.**

**1.4 Hotel Expenses Due to Mechanical Failure, Accident or Total Theft of the Insured Vehicle**

In the event that the insured vehicle is involved in a claim or theft covered under this Policy that results in the insured vehicle being unavailable for use for a period greater than 72 hours, the Provider will cover the cost of Accommodation of the Insured for a maximum period of 5 (five) days, with a maximum cost of US\$100 dollars or its equivalent in Mexican pesos at the exchange rate of the payment day.

The accommodation will be subject to the acceptance rules of the hotel company. **Neither the Insurer nor the Provider will pay under this coverage for any accident, damage or liability resulting from the use of this service.**

**1.5 Storage Payment**

In the event that the insured vehicle is impounded for a covered loss, the Company will pay storage expenses up to \$50.00 american dollars per event.

**1.6 Ground Transportation for Occupants of the Insured Vehicle in case of an accident or mechanical breakdown**

In case of an accident or mechanical breakdown, the Provider will pay the service of a taxi for the occupants of the insured vehicle up to \$100.00 american dollars per event.

**2. Medical assistance (These services will be provided as long as they are required as a result of the use of the insured vehicle)****2.1 Telephonic Medical Assistance in all Mexican Republic (24 Hrs/365 days)**

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.

**The Company's medical assistance team will NOT offer any diagnosis.**

**2.2 Land Ambulance Transportation**

In case the Insured or the Occupants (5 people maximum) suffer a vehicle accident covered under this policy, 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.

**2.3 Air Ambulance Due to Emergency**

In case the Insured or the Occupants (subject to a maximum limit of five (5) persons), suffer a vehicle accident covered under this policy, 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.

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

In case of death of the Insured or Occupants (maximum 5 Occupants, including the driver), as a consequence of a vehicle accident covered under this policy, 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.

**2.5 Trip Continuation for Occupants in Case of an Extended Hospitalization.**

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

- a) 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.
- b) A ticket per Occupant 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.

## **2.6 Transportation or Repatriation in Case of Serious Accident or Death**

If the Insured and or driver is hospitalized for over five days, due to a vehicle accident covered under this policy 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.

## **2.7 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 vehicle accident covered under this policy, 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 MXN\$1,000 (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 due to a vehicle accident covered under this policy, 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.

## **2.8 Hotel Payment for Convalescence in Case of an Accident**

The Provider will organize and cover the necessary expenses for the prolongation of the stay in a hotel chosen by the beneficiary immediately after being discharged from the hospital and prescribed by the treating physician. This benefit will be provided according to the following requirements:

1. That the convalescence begins immediately (the same day) after being discharged from the Hospital or Clinic.
2. The amount of compensation provided for this clause will be up to US\$60 per day and up to a maximum of 10 consecutive calendar days.
3. Convalescence is understood as the state of the person who gradually recovers after having suffered an illness or having undergone medical treatment due to a serious accident.

## **2.9 Coordination for Emergency Dental Assistance due to an Accident**

In the event that the Insured suffers dental problems that require emergency treatment, The Provider will organize a consultation with a specialist to help him with the treatment in case of an accident. The cost of the treatment must be paid by the Insured.

## **2.10 Coordination for the Replacement of Eyeglasses or Contact Lenses**

In case of loss or damage to the Insured's glasses or contact lenses in case of an accident, the Provider will coordinate an appointment with an optometrist to take their prescription and proceed to replace the lenses. The cost of the lenses or glasses must be paid by the Insured.

### 3. Other Assistance Services

---

#### 3.1 Travel Expenses to the Place of Residence in case of Trip Interruption due to Theft, Total Loss or Repair of the Vehicle

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.

#### 3.2 Cash Transfer

In the event that the Insured suffers a robbery involving physical or verbal violence and is deprived of his cash, the assistance provider may provide the Insured with a cash advance previously authorized by The Insurer for a maximum of US\$1,000 (one thousand United States dollars), the requested amount must be deposited in advance at the assistance service offices or in the account number designated by the assistance service. This service is in no way a money loan or compensation, the service will only serve to transfer the money of the Insured and/or companion(s) from one entity or place to another.

#### 3.3 Transmission of Urgent Messages

The Provider, at the request of the Insured and in the event of an emergency, will take and transmit urgent messages on behalf of the Insured.

#### 3.4 U.S. Information State Travel Advisory Department

At the request of the Insured, the Provider will send the Insured information provided by the US Department of State, on travel alerts, public announcements and consular information, during their trip through the Mexican Republic.

#### 3.5 Telephone Connection with Embassies and Consulates

At the request of the Insured, the Provider will coordinate the telephone connection with Embassies and Consulates in Mexico.

#### 3.6 Translation Service

In case of accident of the Insured and at his request, the Provider will offer emergency simultaneous translation to facilitate communication between the Insured and his companions with the authorities, adjusters, legal, medical and road assistance or others.

### 4. Travel Benefits

---

The assistance company will provide the following travel assistance services:

#### 4.1 National and International Accommodation Rates.

The insured will be supported by the service provider to obtain a reservation in the hotels mentioned below:

- Accommodation (Hotel reservations in plans that the selected Hotel provides, such as European Plan, Breakfast Included Plan, All Inclusive Plan, etc.).
- Travel Packages (reservations that include Hotel), Travel Circuits (reservations that include Hotel) and Cruise Reservations.

The reservation payment will be paid by the insured.

#### 4.2 Car rental and plane ticket reservation service.

The insured will obtain car reservation services and plane tickets. The payment of rent and tickets will be paid by the insured.

### 5. Assistance Services derived from Temporary Import Permits for the Insured Vehicle

---

The assistance company will provide advisory services on the procedure that allows the entry of foreign vehicles into national territory, for a specific period of time, what are the necessary documents, costs and closest places to carry out the procedure.

## 6. Legal Assistance

---

Services covered by Legal Assistance.

### 6.1 Assistance and Legal Defense for Car Accidents or Total Theft

The provider, through its lawyers, will provide legal assessment and defense to the Insured in the event that he or she is involved in an automobile accident involving the insured vehicle that results in Third Party Liability or criminal liability for damage to third parties to their property or bodily injury.

In any civil or criminal process due to a car accident within the coverages of the Policy as well as in the event of total theft of the insured vehicle, the provider will guarantee the presence of a lawyer for the legal defense and assessment of the insured from the beginning of the process until the moment the Insured is sentenced and / or the proceedings are correctly and completely closed in order to establish the Investigation Folder and property accreditation before the Mexican authorities in the case of Total Theft are properly and completely completed. The provider agrees to:

- a) Arrange the release of the Insured and/or Driver in accordance with applicable legislation,
- b) Perform the necessary procedures for the return of the Insured vehicle.
- c) Guarantee release of the Insured and/or Driver, and the release of the Insured vehicle through bail or bond, up to a maximum of US\$30,000 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.
- d) Always accompany the insured before the Mexican authorities to comply with their procedures to file complaints, compose the Investigation Folder and support them with the prove the ownership paperwork process.

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

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.

In the event that the insured vehicle has already been compensated by the Insurer and subsequently recovered by the competent authority, the Provider and per the request in writing of the Insurer, may, through one of its representatives, carry out the accreditation and recovery management and will carry out the necessary procedures for the release of the vehicle before the competent authorities, the Insurer in this case will facilitate and provide the documentation and special power to the manager chosen by the provider for the correct accreditation and release of the indemnified units.

Invariably of the release process, the costs of dragging and safeguarding the located vehicle the competent authorities will be paid by the Provider up to a maximum of US\$250 (two hundred and fifty American dollars) or its equivalent in Mexican pesos at the time of the release date.

The Provider will pay the expenses of fees derived from the management of the lawyer or manager in charge of the release of the insured unit in the event of a total theft recovered.

### 6.2 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.



**The Insurer and the Provider will not be responsible for compensation for damages that were not caused by the insured vehicle.**

#### **6.3 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.

#### **6.4 Legal Assistance in Case of Suffering Some 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.

#### **6.5 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.

#### **6.6 Legal Assistance for the Cancellation of the Temporary Internment Permit of the Insured Vehicle**

At the request of the Insured and in the event that he must cancel the temporary import permit of the Insured Vehicle, either due to total theft or total loss due to a risk covered in the insurance Policy, the Provider will assist in the formalities and procedures to make the cancellation before the Mexican authorities. This service will be provided only to the Insured Vehicle, that is, it will not apply to any other vehicle that is not described on the Certificate of Insurance and/or Policy Specification at the time of the claim.

### **I. OBLIGATIONS OF THE INSURED AND/OR OCCUPANTS OF THE VEHICLE**

#### **1. Duties of the Insured and/or Occupants**

- a) The Insured or Occupants must call and report any need for assistance as soon as possible by using the toll free number on the declaration page of the Policy.
- b) The Insured must cooperate with The Service Provider, must provide all necessary information and fill out any required documents in order to provide the necessary service.
- c) The Insured must not make any arrangements or incur in any expenses without consulting The Service Provider first and obtaining the approval from it.
- d) The Insured must take reasonable measures to prevent further damage or decrease its effects for any act that requires the services provided in this contract.
- e) All claims must be reported to The Service Provider immediately and before leaving the Mexican Republic.  
At the Insurer's discretion, the automobile Occupants must have proof that they have accompanied the Insured in the insured vehicle during the trip.

**2. Reimbursements**

THE INSURANCE COMPANY WILL ONLY REIMBURSE WHEN ONE OF THE FOLLOWING CASES APPLY:

- a) When the service provider fails to provide the requested service in the established period, 60 minutes for services within primary cities.
- b) When the service provider does not have availability in the location where the insured is requesting this service.
- c) When the Insured has attempted to request the service to the telephone Call Center shown in the policy, and the call failed to be attended.
- d) When the Insured fails to report his service due an emergency or problems on the telephone service.
- e) When the insured provides invoices, receipts, or similar documents that he incurred in a service expense covered under his policy and issued by Chubb. The Insurance Company will have the right to request any additional information they may require proving the existence of the event and paid expense.

All reimbursements derived by a covered service and especified in this contract will be made through a wire transfer into the insured's bank account in Mexican Pesos or international currency. All commissions derivered by this transaction including international wires will be absorbed by the Service Provider. Only if this method of payment is not available by the beneficiary, we can request a money order through Western Union or Moneygram to the closest city specified by the insured.

**II. This Policy does not provide assistance coverages for the following cases:**

- 1. If the Insured or Occupants cause intentional damage to their property.**
- 2. Damages caused by the insured under the influence of alcohol, whatever its degree, any physiological or psychiatric illness or by the influence of drugs, other than those medically prescribed by a doctor.**
- 3. If the Insured does not follow his/her obligations as stated in section Obligations of the Insured above mentioned.**
- 4. If the Insured provides false testimony.**
- 5. When the vehicle directly participates in races or competitions or safety, resistance or speed tests.**
- 6. Damages caused from traveling on nonconventional or non-municipal roads.**
- 7. If the insured runs away in an accident scene.**
- 8. If the Insured is involved in any criminal or illegal activity or if he/she is a fugitive of the law.**
- 9. Damages that result from inadequate maintenance or modifications to the automobile.**

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 February 19<sup>th</sup>, 2025, with the number CNSF-S0039-0289-2024 / CONDUSEF-006522-02.



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

---

### **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, 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 of article 202 of the Insurance and Surety Law, the contractual documentation and the technical note that make up this insurance product were registered with the Comisión Nacional de Seguros y Fianzas, as of February 19th, 2025, with the number CNSF-S0039-0289-2024 / CONDUSEF-006522-02.

## Contact

---

Av. Paseo de la Reforma 250  
Torre Niza, Piso 15  
Colonia Juárez, Alcaldía Cuauhtémoc  
C.P. 06600, Ciudad de México

Tel.: 800 223 2001