



CHUBB®

Northbound Insurance (Tourist Automobile)

USA and Canada Third Party Liability Tourist Auto  
Insurance Policy for Mexican Plated Vehicles

GENERAL CONDITIONS

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RECAS: Registro de Contratos de Adhesión de Seguros



**NORTHBOUND INSURANCE (TOURIST AUTO MOBILE)  
CONTRACTUAL DOCUMENTATION**

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**NORTHBOUND INSURANCE POLICY**  
**(Tourist Automobile)**

**FIRST SECTION**  
**PARTICULAR PROVISIONS**

**1st CLAUSE. DEFINITIONS**

For all of the purposes of this Policy, the following words and phrases shall have the meaning indicated below, unless the context requires a different meaning.

**1. Covered Accident.**

Any bodily injury suffered by the driver or occupants of the Insured Vehicle, as a direct consequence of an external, sudden, violent and fortuitous cause occurred during the term of the coverage under this policy.

Therefore, bodily injuries intentionally caused by the Insured and occupants shall not be considered accidents.

**2. Insured.**

It is defined as the person whose name and address appear on the declaration page or any person driving the Insured Vehicle with the consent of the owner of the insured vehicle. For purposes of Section II. of this policy, an occupant or insured shall also mean anyone occupying the insured vehicle with the consent of the owner of the insured vehicle.

**3. Insurer.**

It refers to Chubb Seguros México, S.A.

**4. Impassable Conditions**

This refers to the place or road where it is impossible to pass, generally due to bad conditions.

**5. Bodily Injury.**

It means bodily harm, sickness, or disease, including death that result from an accident.

**6. Property Damage.**

It means physical damage, destruction of, or loss of use of tangible property.

**7. Business.**

Trade or Activity, excluding transportation of goods or people with profit purposes and that requires, from a professional or worker to enter the United States of America or Canada.

**8. Occupant.**

It means any person inside of, getting into, and getting out of the insured vehicle with the insured's permission. It will not be considered as an occupant to any person riding on, getting on, or getting off of the outside of the insured vehicle, or riding in, getting in, or getting out of the open pickup bed of the insured vehicle.

**9. Policy**

It means this insurance contract, including its attachments, title page, specification, certificates and endorsements issued by the Insurer, as well as the insurance application and questionnaires, which constitute a proof of the insurance contract entered into and between the Insured and the Insurer.

**10. Private Trailer**

Vehicle with a front and rear axle, with no propulsion means and intended to be pulled by a motor vehicle. It is understood as a mobile boat, mobile, canvas, mobile home or motorcycle pulled by the Insured Vehicle, which in case it is covered, it must be stipulated in the Title Page and/or Specifications of the Policy.

**11. Sum Insured**

It is the maximum amount for which the Insurer shall be obliged to pay in case a loss occurs.

**12. Third Party.**

It means the persons involved in an accident covered by this policy, excluding occupants and driver of the Insured

vehicle at the moment of the accident.

### **13. Terrorism**

It is defined as the acts of one or several individual, who by themselves, or in representation of any other or connection with any organization, to carry out activities either by applying force, violence and/or a threat thereof, or by the utilization of any other means, hazardous for human life or property, against any person, property or government, causing damage, injuries or death to one or several persons, with political, religious, ideological, economic, ethnical, racial or any other nature purposes, either these interests are declared or not.

### **14. Insured Vehicle**

It refers to four-wheel motor vehicles (cars or trucks) of private use and property not resident in the United States of America or Canada that have Mexican license plates or permits and that are not intended for commercial use, as well as their design must be appropriate to travel on public or conventional roads and for reasons of pleasure or business are interned in the territory of the United States of America or Canada for a period of time, returning to their country of origin.

The following units are considered:

Private automobiles

Prick-up vans, with chassis, up to 3.5 tons for private use

Sport Utility Vehicle (SUV) vans

Crossover Utility Vehicle (CUV) vans

Minivans

Private Trailers (only under an explicit agreement)

Wagoner's

Trade Use: The use given to a Vehicle intended for transportation of people, goods or merchandise, for which an economic benefit is received.

Use of Vehicle: Condition indicating the operation and/or occupation given to the Insured Vehicle, which determines the type of risk assumed by the Insurer.

Private Use: The use given to the Insured Vehicle, specifically occupied for pleasure or business trips, which purpose is not to receive a monetary compensation.

## **2nd CLAUSE. BASIC COVERAGES**

### **THIRD PARTY LIABILITY**

The Insurer is bound to pay for damages due to Civil Liability for third party personal and property damage caused by the Insured Vehicle described on the Title Page and/or Specification of the Policy **in the territory of the United States of America, (except for Alaska and Hawaii) and Canada**, and for which the Insured is legally liable as a consequence of an automobile accident, in accordance with the Particular and General Provisions of this Policy and during the term thereof, and which coverages appear as included on the Title Page and /or Specification of the Policy.

This coverage may be contracted under the option of separate Limits, "Assets and Persons" or Combined Single Limit (CSL).

#### **1) THIRD PARTY LIABILITY SEPARATE LIMITS**

##### **A) PROPERTY DAMAGE LIABILITY**

The amount of the sum insured shall be equivalent to the minimum sum insured required by the government of the United States of America or Canada in the applicable legislation, unless the Insured requests a greater amount, in which case such amount shall be specified on the Title Page and/or Specification of the Policy. The limit of liability for Third Party Property Damage shall be the maximum limit of liability of the Insured for all damage to third party property as a consequence of an automobile accident.

##### **B) BODILY INJURY LIABILITY**

The amount of the sum insured per person and occurrence shall be equivalent to the minimum sum insured required by the government of the United States of America or Canada in the applicable legislation, unless the Insured requests a greater amount, in which case such amount shall be specified on the Title Page and/or

Specification of the Policy.

The limit of liability per person for the Third Party Personal Damage coverage is the maximum limit of liability of the Insurer for all damage including expenses to take care of the damaged person, Moral Damage or death, if it results from Third Party Personal Damage. **The stipulated limit shall be applied for each person** and in each automobile accident.

The limit of liability per occurrence for Third Party Personal Damage shall be the limit of the sum insured per occurrence or automobile accident, being the maximum liability of the Insurer for all resulting damages.

## **2) THIRD PARTY LIABILITY COMBINED SINGLE LIMIT (CSL)**

There shall be coverage for Civil Liability incurred in by the Insured or any person that, with the express or tacit consent of the Insured, uses the vehicle and that as a consequence of such use, he/she causes third party property damage and/or bodily injuries or death (other than the occupants), including moral damage indemnity that legally corresponds according to the case.

The maximum limit of liability of the Insurer in this coverage shall be established on the Title Page and/or Specification of the Policy.

## **DEDUCTIBLE**

This coverage is effective without the application of a deductible.

### **In Addition to the Third Party Liability coverages includes:**

#### **- LEGAL EXPENSES**

The Insured shall defend or indemnify any claims or non-criminal proceedings as a consequence of the damages caused. Within the aforesaid, the Insurer shall cover payment for attorney fees due to legal advice, non-judicial procedures and judicial actions, as well as expenses inherent to the proceedings. The Sum Insured for this coverage shall be equivalent and in addition to the Sum Insured considered for the affected Third Party Damage Civil Liability coverage, with the Insurer's liability rendered terminated when the corresponding Sum Insured is exhausted. In order to be able to proceed with a legal action, the Insurer shall have discretionary powers to consider intervention.

#### **- LOST WORKDAYS SUBLIMIT**

In addition to the limit of liability, the Insurer shall pay for each lost workday of the Insured, as a consequence of attending hearings or trials required during the proceedings, the amount indicated on the Title Page and/or Specification of the Policy, for the stipulated maximum number of days. The amount for this item is considered to be included in the Sum Insured indicated for this item, which may not be exceeded; the Insured shall be obliged to submit an attendance proof for any of these acts.

## **PARTICULAR EXCLUSIONS FOR THE CONTRACTED CIVIL LIABILITY COVERAGES**

### **THIS COVERAGE IN NO CASE SHALL INSURE:**

- 1. THIRD PARTY PERSONAL AND/OR PROPERTY DAMAGE CAUSED BY VEHICLES NOT COVERED UNDER THIS POLICY AND DESCRIBED ON THE TITLE PAGE AND/OR SPECIFICATION OF THE POLICY.**
- 2. OCCUPANTS OF THE INSURED VEHICLE.**
- 3. THE INSURED WHO INTENTIONALLY CAUSES THIRD PARTY PERSONAL OR PROPERTY DAMAGE.**
- 4. MATERIAL DAMAGE TO ASSETS OWNED BY THE INSURED, THE DRIVER OR THEIR RELATIVES, OR THAT ARE UNDER CUSTODY OF THE INSURED OR THEIR EMPLOYEES OR REPRESENTATIVES OR THAT ARE PLACED INSIDE THE INSURED VEHICLE. IN THIS SECTION, ALL PROPERTY PLACED INSIDE OR BEING PULLED BY THE INSURED VEHICLE IS CONSIDERED THE INSURED'S PROPERTY.**
- 5. THE PERSONS WHO ARE ON, GETTING INTO OR GETTING OFF ANY EXTERNAL PART OF THE INSURED VEHICLE.**

**6. THE PERSONS WHO ARE ON, GETTING INTO OR GETTING OFF THE OPEN BODY OF THE INSURED VEHICLE.**

**7. DAMAGES CAUSED TO THIRD PARTIES BY THE INSURED VEHICLE WHILE TRANSITING OUT OF CONVENTIONAL ROADS FOR VEHICLES, OR WHEN CONVENTIONAL ROADS ARE IN UNTRANSITABLE CONDITIONS.**

**8. LIABILITY FOR DEATH OR BODILY INJURIES SUFFERED BY THE DRIVER OF THE INSURED**

**VEHICLE OR ANY OTHER OCCUPANT THEREOF, EXCEPT FOR MEDICAL EXPENSES COVERED UNDER THE 2nd CLAUSE AS WELL AS MEDICAL EXPENSES COVERAGE FOR OCCUPANTS OF THE INSURED VEHICLE IN THE PARTICULAR PROVISIONS, NEITHER THE LIABILITY ARISING FROM INTENTIONAL CRIMES RESULTING FOR THE OWNER OR DRIVER OF THE INSURED VEHICLE.**

### **3) INSURED VEHICLE OCCUPANTS MEDICAL EXPENSES COVERAGE**

In case this coverage is indicated as included on the Title Page and/or Specification of the Policy, by means of the payment for the corresponding premium, the medical expenses listed below shall be covered, when originated by bodily injuries suffered by the Insured or any occupant of the Insured Vehicle, in traffic accidents, while these people are inside the closed compartment, body or cabin intended for people transportation.

In the event there is an occurrence that affects this coverage, the limits of liability per person and per occurrence shall be those indicated on the Title Page and/or Specification of the Policy.

If at the moment an accident occurs, the limit of liability per insured person multiplied by the number of occupants exceeds the sum insured per occurrence, payment shall be made only to the exhaustion of the contracted sum insured per occurrence, distributing it on a proportional basis for the number of occupants. If there is any remainder of the sum insured to be distributed in virtue of the fact that the other injured people have been discharged from hospital with settled expenses or, as the case may be, funeral expenses indicated in item E) of this clause have been settled, such remainder may be taken and distributed on a proportional basis in order to cover the missing part of the other injured people, never exceeding the limit of liability per insured person.

The Insurer's obligation corresponding to this coverage shall be automatically ceased when the effects of injuries disappear, either because the sick person has been cured or because of death as a consequence of the same occurrence that originated it.

Medical Expenses for occupants covered under the Policy are the following:

**A) HOSPITALIZATION**

Food and stay in the hospital, physiotherapy, expenses inherent to hospitalization and in general, drugs and medicines prescribed by a physician.

**B) MEDICAL ATTENTION**

Indispensable medical services provided by physicians legally authorized to practice their profession, not including chiropractors.

**C) NURSES**

The cost for services provided by nurses whenever they are licensed for practice will be covered.

**D) AMBULANCE SERVICE**

Expenses incurred in for the use of land ambulances, when it is indispensable in the opinion of the treating physician.

**E) FUNERAL EXPENSES**

Expenses incurred in for this item are a sublimit of the occupant medical expenses coverage, up to the amount of the sum insured, per person and per occurrence, indicated on the Title Page and/or Specification of the Policy. The maximum limit per occurrence shall be distributed on a proportional basis

for the number of dead occupants, not exceeding the limit per person mentioned above. Such expenses shall be reimbursed by means of the submittal of the relevant death certificates.

If at the moment an accident occurs, the limit of liability per insured person multiplied by the number of occupants exceeds the sum insured per occurrence, the limit of liability per person shall be reduced on a proportional basis.

**- OCCUPANT MEDICAL EXPENSES WHEN THE GUILTY THIRD PARTY HAS NO AUTOMOBILE INSURANCE.**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

When in the event of an occurrence, the third party is responsible for the accident and has no Automobile Insurance (specifically, a Third Party Damage Civil Liability coverage), the Insurer shall increase 100% the Maximum Limit of Liability contracted for the Occupant Medical Expenses coverage.

In order for this coverage to be admissible, it shall be an indispensable requirement that the loss is reported to the competent authorities in the United States of America or Canada, before leaving such territory, and that the Insured has a copy of the accident report.

**MAXIMUM LIMIT OF LIABILITY**

The maximum limit of liability of the Insurer in this coverage is established on the Title Page and/or Specification of this Policy for each person due to physical injuries suffered by the occupants of the Insured Vehicle and for each occurrence or accident.

**INDEMNITY**

The indemnity corresponding to this coverage shall be made by means of a reimbursement.

**DEDUCTIBLE**

This coverage is effective without the application of a deductible.

**PARTICULAR EXCLUSIONS FOR THE CONTRACTED OCCUPANT MEDICAL EXPENSES COVERAGES**

**THESE COVERAGES IN NO CASE SHALL INSURE:**

- 1. INJURIES, DAMAGES, ILLNESSES OR DEATH OF OCCUPANTS, CAUSED BY VEHICLES NOT INSURED UNDER THIS POLICY.**
- 2. THE OCCUPANTS OF THE INSURED VEHICLE, WHEN IT IS USED AS A PLACE OF RESIDENCE OR ACCOMMODATION.**
- 3. PEOPLE WHO OCCUPY ANY PRIVATE MOBILE HOME OR BOAT, EVEN IF IT IS COVERED UNDER THIS POLICY.**
- 4. BODILY INJURIES, DAMAGES, ILLNESSES OR DEATH SUFFERED BY THE OCCUPANTS OF THE INSURED VEHICLE, WHEN THESE ARE CAUSED BY TRANSITING OUT OF CONVENTIONAL ROADS FOR VEHICLES OR WHEN CONVENTIONAL ROADS ARE IN UNTRANSITABLE CONDITIONS.**
- 5. INJURIES SUFFERED OR CAUSED BY THE DRIVER OF THE INSURED VEHICLE, WHEN IT IS UTILIZED TO COMMIT SUICIDE OR ANY ATTEMPT THEREOF OR VOLUNTARY MUTILATION, EVEN IF THE DRIVER IS UNDER A MENTAL DERANGEMENT STATE, IF THESE CIRCUMSTANCES DIRECTLY INFLUENCED ON THE ACCIDENT CAUSED BY THE DAMAGE, UNLESS THE DRIVER MAY NOT BE IMPUTED WITH GROSS GUILT, UNSKILLFULNESS OR NEGLIGENCE IN THE OCCURRENCE OF THE LOSS.**



## **6. DISABILITY PAYMENT**

**7. INJURIES SUFFERED BY THE INSURED OR OCCUPANTS OF THE INSURED VEHICLE, AS A CONSEQUENCE OF A LOSS OCCURRED DUE TO GROSS GUILT OF THE DRIVER OF THE INSURED VEHICLE, BECAUSE HE/SHE WAS UNDER THE INFLUENCE OF ALCOHOL OR DRUGS, STIMULANTS AND/OR SLEEPING PILLS NOT PRESCRIBED BY A PHYSICIAN, IF THESE CIRCUMSTANCES DIRECTLY INFLUENCED ON THE ACCIDENT CAUSED BY THE DAMAGE, UNLESS THE DRIVER MAY NOT BE IMPUTED WITH GROSS GUILT, UNSKILLFULNESS OR NEGLIGENCE IN THE OCCURRENCE OF THE LOSS.**

### **- ADDITIONAL INDEMNITY BENEFIT DUE TO DEATH DERIVED FROM A COVERED ACCIDENT SUSTAINED BY THE INSURED VEHICLE**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

The Insurer shall pay the contracted Sum Insured stipulated on the Title Page and/or Specification of the Policy to the Insured's legal successor, if during the effective term of the policy, the Insured dies exclusively due to an injury caused by a covered accident, as a consequence of an occurrence of the Insured Vehicle, by external, violent and casual means, and when such death occurs within the following thirty (30) days after the date of the occurrence.

The Insurer shall pay the corresponding indemnity once the period of thirty (30) days mentioned in the prior paragraph has expired.

The indemnity established in this benefit shall be granted only if the Insurer is provided with proof to confirm that the injury or injuries that caused the death of the Insured resulted from a Covered Accident sustained by the Insured Vehicle, and that such accident has occurred during the effective term of the Policy.

### **AGE**

The limits of acceptance fixed by the Insurer to contract this benefit are: 18 years old as the minimum, and 70 years old as the maximum.

As of the policy anniversary date immediately prior to the date when the Insured reaches the age of 70, this benefit shall be cancelled.

For the purposes of this insurance, the minimum age for the driver of the Insured Vehicle shall be 18 years old.

### **PARTICULAR EXCLUSIONS FOR ADDITIONAL INDEMNITY BENEFIT DUE TO DEATH DERIVED FROM A COVERED ACCIDENT SUSTAINED BY THE INSURED VEHICLE.**

**BESIDES THE GENERAL EXCLUSIONS OF THIS POLICY, CONSIDERED IN THE 4th CLAUSE EXCLUSIONS, THE INDEMNITY CONTAINED IN THIS BENEFIT SHALL NOT BE EFFECTIVE WHEN THE LOSS IS A CONSEQUENCE OF THE FOLLOWING SITUATIONS:**

- 1. IF THE DEATH OF THE INSURED DRIVING THE INSURED VEHICLE IS DUE TO ILLNESSES, SICKNESSES OR SURGICAL OPERATIONS OF ANY NATURE, WHICH ARE NOT CAUSED BY INJURIES AS A CONSEQUENCE OF THE OCCURRENCE.**
- 2. INHALATION OF GAS OR SMOKE OF ANY KIND, UNLESS IT IS CONFIRMED**

**THAT IT WAS ACCIDENTAL AND AS A CONSEQUENCE OF THE OCCURRENCE TO THE INSURED VEHICLE.**

**3. DEATH AS A CONSEQUENCE OF A FIGHT DERIVED FROM THE OCCURRENCE TO THE INSURED VEHICLE, DUE TO GROSS GUILT OF THE INSURED, AS LONG AS THE INSURED HAS BEEN THE ORIGINATOR OR IS UNDER THE INFLUENCE OF SOME TRANQUILIZERS, STIMULANTS OR SIMILAR DRUGS NOT PRESCRIBED BY A PHYSICIAN.**

**4. SUICIDE (CONSCIOUSLY OR UNCONSCIOUSLY) OR THE ATTEMPT THEREOF, WHICHEVER THE CAUSES OR CIRCUMSTANCES CAUSING IT.**

**5. DEATH AT THE MOMENT OF THE OCCURRENCE TO THE INSURED VEHICLE IN TIMES OF WAR, REVOLUTIONS, POPULAR RIOTS OR INSURRECTIONS.**

#### **4. EXTENSION OF COVERAGES.**

##### **A) THIRD PARTY DAMAGE CIVIL LIABILITY AND LEGAL EXPENSES COVERAGE EXTENSION.**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

By means of this coverage, the Insurer is committed to provide the Insured with the Civil Liability and Legal Expenses coverage, when the Insured drives a Tourism Vehicle other than the one indicated on the Title Page and/or Specification of the Policy, for which such Tourism Vehicle must have utilization characteristics and conditions equal to those established in this Policy.

This coverage shall cover third party property and/or bodily injuries or death (other than the occupants) as a consequence of an occurrence caused by the Insured when driving a Tourism Vehicle similar to that indicated in the Policy.

##### **MAXIMUM LIMIT OF LIABILITY**

The maximum limit for the Civil Liability and Legal Expenses extension shall be that indicated on the Title Page and/or Specification of the Policy.

##### **DEDUCTIBLE**

This coverage is effective without the application of a deductible.

#### **THIRD PARTY DAMAGE CIVIL LIABILITY AND LEGAL EXPENSES COVERAGE EXTENSION PARTICULAR EXCLUSIONS**

**ADDITIONALLY TO THE EXCLUSIONS CONSIDERED IN THE 4th CLAUSE. EXCLUSIONS, IN NO CASE**

**THIS COVERAGE SHALL INSURE:**

**1. WHEN THE INSURED DRIVES A TOURISM VEHICLE WITH CHARACTERISTICS OR UTILIZATION DIFFERENT THAN THOSE OF THE INSURED VEHICLE.**

**2. BODILY INJURIES, DAMAGES, ILLNESSES, MEDICAL EXPENSES, DEATH, FUNERAL EXPENSES OR ANY OTHER EXPENSES INCURRED IN DUE TO ATTENTION FOR THE OCCUPANTS OF THE INSURED VEHICLE INDICATED ON THE TITLE PAGE AND/OR SPECIFICATION OF THE POLICY.**

**3. PROPERTY OR PERSONAL DAMAGE CAUSED BY THE INSURED TO THEIR RELATIVES OR PEOPLE UNDER THEIR ORDERS.**

**4. WHEN A TRAILER PULLING COVERAGE HAS BEEN CONTRACTED, THIS SHALL NOT BE APPLIED TO THIS COVERAGE.**

**5. FINES ARISING WHEN THE VEHICLE IS NOT IDENTIFIED IN THE POLICY.**

**B) MEDICAL EXPENSES TO INSURED AND OCCUPANTS EXTENSION.**

This coverage may only be acquired if you have coverage for Medical Expenses for Occupants and if further extension coverage Liability Coverage for Damage to Third Parties and Legal Expenses is provided.

If it appears in the cover of the policy, the insurer agrees to cover the following:

The Insurer agrees to extend the coverage for Medical Expenses for the insured and passengers when the Insured is driving other vehicle different than that indicated on the cover page and / or specifications of the policy, for which the vehicle should have usability features and conditions same as those set forth in this Policy.

This coverage shall protect by event, injuries, illness or death suffered by the Insured and occupying a result of a car accident, provided they are within the compartment or cabin for the transport of persons.

**MAXIMUM LIMIT OF LIABILITY**

The maximum limit for the Insured and Occupant Medical Expenses extension shall be the same Sum Insured corresponding to the 2nd CLAUSE, INDENT 5) INSURED VEHICLE OCCUPANTS MEDICAL EXPENSES COVERAGE.

**DEDUCTIBLE:**

No deductible applied.

**INSURED AND OCCUPANT MEDICAL EXPENSES COVERAGE EXTENSION PARTICULAR EXCLUSIONS ADDITIONALLY TO THE EXCLUSIONS CONSIDERED IN THE 4th CLAUSE.**

**EXCLUSIONS, IN NO CASE THIS COVERAGE SHALL INSURE:**

- 1. WHEN THE INSURED DRIVES A TOURISM VEHICLE WITH CHARACTERISTICS OR UTILIZATION DIFFERENT THAN THOSE SPECIFIED IN THIS POLICY**
- 2. DISABILITY PAYMENT**

**3rd CLAUSE. OPTIONAL COVERAGES**

In the event this coverage is indicated as included on the Title Page and/or Specification of the Policy, and by means of payment for the corresponding additional premium, the following assets additional to the Insured Vehicle shall be covered:

**1) THIRD PARTY DAMAGE CIVIL LIABILITY AND LEGAL EXPENSES IN EXCESS OF THE SUM INSURED PER OCCURRENCE**

In the event this coverage is indicated as contracted on the Title Page, and by means of payment for the corresponding additional premium, the Insurer shall be bound to cover the following:

By means of this coverage, the Insured is committed to provide the Insured with a sum insured additional to that contracted for the Civil Liability and Legal Expenses coverage, which shall be specified on the Title

Page and/or Specification of the Policy and applied per occurrence.

**MAXIMUM LIMIT OF LIABILITY**

The maximum limit for this coverage per occurrence shall be that indicated on the Title Page and/or Specification of the Policy.

**DEDUCTIBLE**

This coverage is effective without the application of a deductible.

**2) PRIVATE TRAILERS AND BOATS.**

**A) PRIVATE TRAILER HOMES.**

In the event the Private Mobile trailer is covered on the Title Page and/or Specification shall be covered under the Third Party Liability coverage. The Insurer may charge an additional premium for this coverage.

Only the trailer will be covered, as long as it is attached to the Insured Vehicle with a maximum of two trailers, as long as these are covered under an express agreement.

For the Third Party Damage Civil Liability coverage, this shall not mean any increase in the sums insured, but only the extension of those covered under the Policy. The Occupant Medical Expenses coverage does not apply to this coverage.

**The coverage of Occupant Medical Expenses does not apply to this coverage.**

**IN NO EVENT WILL THE VEHICLES THAT DRIVE MORE THAN THE TRAILERS ESTABLISHED IN THE CONTRACT BE COVERED.**

**DEDUCTIBLE**

This coverage is effective without the application of a deductible.

**B) PRIVATE BOATS**

Private Boat shall be understood as the watercraft described on the Title Page and/or Specification of the Policy, and the platform or trailer, when attached to the Insured Vehicle, pulling the boat as a sole unit and attached to the Insured Vehicle pulling them. Boats shall be covered only for the Third Party Damage Civil Liability coverage.

**The Occupant Medical Expenses coverage does not apply to this item.**

**The Third Party Damage Civil Liability coverage shall not be applied if the boat is not attached to the private trailer transporting it.**

For the Third Party Damage Civil Liability coverage, this shall not mean any increase in the sums insured, but only the extension of those covered under the Policy.

**PRIVATE MOBILE HOME AND BOAT COVERAGE EXCLUSIONS**

**1. THIS INSURANCE COVERS NO DAMAGES SUFFERED BY OR CAUSED TO OR BY THE PRIVATE BOAT WHEN BEING LOADED ONTO OR UNLOADED FROM ITS PRIVATE TRAILER OR PLATFORM AND/OR WHEN ON THE WATER.**

**DEDUCTIBLE**

This coverage is effective without the application of a deductible.

#### **4th CLAUSE. GENERAL EXCLUSIONS**

##### **IN NO CASE THIS INSURANCE SHALL COVER:**

- 1. VEHICLES RESIDING IN THE UNITED STATES OF AMERICA OR CANADA, WHICH LICENSE PLATES OR CIRCULATION PERMIT HAVE BEEN GRANTED IN SUCH COUNTRY OR COUNTRIES.**
- 2. VEHICLES NOT INDICATED AS COVERED IN THIS POLICY, EVEN IF THEY ARE DRIVEN BY THE INSURED, UNLESS THE CORRESPONDING COVERAGE HAS BEEN CONTRACTED.**
- 3. DAMAGE CAUSED BY THE INSURED VEHICLE AS A CONSEQUENCE OF ITS USE FOR PUBLIC TRANSPORTATION, TRANSPORTATION OF GOODS, OR WHEN IT IS USED FOR A PURPOSE OTHER THAN THE ONE INDICATED ON THE TITLE PAGE AND/OR SPECIFICATION OF THE POLICY. THIS EXCLUSION DOES NOT APPLY TO THE USE OF THE INSURED VEHICLE FOR THE TRANSPORTATION OF PERSONS WHO SHARE EXPENSES FOR THE TRIP TO WORK, EITHER GOING TO OR COMING FROM.**
- 4. MOTOR VEHICLES WITH LESS THAN 4 WHEELS OR MORE THAN 6 WHEELS.**
- 5. MOTORCYCLES, FOUR-WHEEL MOTORCYCLES, MOBILE HOMES (MOTOR HOMES), PICK UPS INTENDED FOR LOADING OR TRADE USE AND TRUCKS**
- 6. COMERCIAL USE VEHICLES**
- 7. WHEN THE INSURED VEHICLE IS EMPLOYED IN BUSINESSES OF THE FOLLOWING TYPES:**
  - a) REPAIRS**
  - b) STORAGE**
  - c) PRODUCT DELIVERY**
  - d) COURIER SERVICES**
  - e) LOADING USE**
  - f) ANY OTHER TRADE USE**
- 8. DAMAGE CAUSED BY THE INSURED VEHICLE WHEN:**
  - a) IT PARTICIPATES IN COMPETITIONS OR SAFETY TESTS, RESISTANCE OR SPEED COMPETITIONS.**
  - b) IT IS USED WITH DRIVING OR OPERATION TEACHING OR INSTRUCTION PURPOSES.**
- 9. WHEN THE VEHICLE THAT CAUSED OR RECEIVED THE COLLAPSE OR ACCIDENT TO OR FROM THE INSURED VEHICLE IS ALSO A PROPERTY OF THE INSURED, OR WHEN IT IS DRIVEN BY RELATIVE OF THE INSURED OR A PERSON UNDER THEIR SERVICE.**
- 10. PERSONAL OR PROPERTY DAMAGE CAUSED BY THE INSURED VEHICLE TO THEIR RELATIVES OR PEOPLE UNDER THEIR ORDERS.**
- 11. DAMAGE TO THIRD PARTIES AND/OR PERSONS, CAUSED BY:**
  - a) UNLOADING OF NUCLEAR WEAPONS, EVEN IF IT IS ACCIDENTAL**
  - b) NUCLEAR REACTION**
  - c) RADIATION**
  - d) RADIOACTIVE CONTAMINATION**
  - e) WAR, DECLARED OR NOT**

- f) CIVIL WAR
  - g) INSURRECTION
  - h) REBELLION OR REVOLUTION
12. TERRORISM OR ACTS OF TERRORISM, GUERRILLA ACTS, REBELLION, SEDITION, UPRISING, STRIKE, WORK STOPPAGES, MALICIOUS ACTS OF THIRD PARTIES, POPULAR RIOT, WAR INVASION, ACTS OF FOREIGN ENEMIES, HOSTILITIES OR BELLIGERENT OR SIMILAR OPERATIONS (WITHOUT PREJUDICE TO THE FACT THAT WAR HAS BEEN DECLARED OR NOT), IN WHICH THE INSURED PARTICIPATES AS AN ACTIVE INDIVIDUAL.
13. EXPENSES AND FEES FOR THE LEGAL DEFENSE OF THE DRIVER, THE INSURED OR THE OWNER OF THE VEHICLE DESCRIBED, BECAUSE OF THE LEGAL PROCEEDINGS ORIGINATED BY ANY ACCIDENT, NEITHER THE COST OF BAILS, FINES OR JUDICIAL BONDS OF ANY KIND, NOR SANCTIONS, PUNITIVE OR EXEMPLARY DAMAGES, OR JUDGMENTS DERIVED FROM A LEGAL PROCEEDING OR ANY OTHER OBLIGATIONS OTHER THAN THE REPAIR OF DAMAGE.
14. BENEFITS TO BE BORNE BY THE INSURED DUE TO ACCIDENTS SUFFERED BY THE OCCUPANTS OF THE INSURED VEHICLE, FROM WHICH OBLIGATIONS ARE DERIVED REGARDING LEGAL OR PROFESSIONAL RISKS LIABILITIES.
15. DAMAGE CAUSED BY THE INSURED VEHICLE, BECAUSE IT HAS BEEN USED AS A TRAILER FOR VEHICLES, BODIES OR BOATS, UNLESS THE BODY, VEHICLE OR BOAT IS EXPRESSLY COVERED IN THIS POLICY.
16. DAMAGE CAUSED BY THE INSURED VEHICLE WHEN THE DRIVER HAS NO DRIVER'S LICENSE OR PERMIT OF THE KIND APPROPRIATE FOR THE INSURED VEHICLE, UNLESS NO RESPONSIBILITY, UNSKILLFULNESS OR GROSS NEGLIGENCE MAY BE IMPUTED TO THE DRIVER IN THE OCCURRENCE OF THE LOSS.
17. IN NO CASE THERE SHALL BE COVERAGE FOR LEGAL EXPENSES AND FINES INCURRED IN BY THE INSURED AS A CONSEQUENCE OF A LOSS OCCURRED WHEN THE INSURED IS UNDER THE INFLUENCE OF ALCOHOL, DRUGS, STIMULANTS AND/OR SLEEPING PILLS NOT PRESCRIBED BY A PHYSICIAN.
18. THERE SHALL BE NO COVERAGE FOR LOSS OR DAMAGE CAUSED BY THE INSURED VEHICLE WHEN IT IS USED FOR ANY MILITARY OR AUTHORITY SERVICE, WITH OR WITHOUT THE CONSENT OF THE INSURED.
19. DAMAGE CAUSED BY THE INSURED VEHICLE, BECAUSE IT HAS BEEN OVERLOADED OR SUBMITTED TO EXCESSIVE TRACTION IN RELATION TO ITS RESISTANCE OR CAPACITY. IN THESE CASES, THE INSURER SHALL NEITHER BE LIABLE FOR DAMAGE CAUSED TO VIADUCTS, BRIDGES, AVENUES OR ANY PUBLIC ROAD AND UNDERGROUND OBJECTS OR FACILITIES, EITHER DUE TO VIBRATION OR WEIGHT OF THE VEHICLE OR ITS LOAD.
20. THE OBLIGATIONS OF THE INSURER, STIPULATED IN THIS POLICY, SHALL AUTOMATICALLY BECOME INEFFECTIVE IF THE INSURED OR ANY OF THEIR REPRESENTATIVES ENTER INTO AN AGREEMENT OR DEAL WITH THOSE PEOPLE INVOLVED IN ANY ACCIDENT, WITHOUT CONSENT GRANTED IN WRITING BY THE INSURER.

5th CLAUSE. SUMS INSURED.

It shall be the responsibility of the Insured to appoint and update the Sums Insured indicated on the cover of the Policy and which shall constitute the maximum liability that, in case of an event, shall be to the charge of the Company, having had to be appointed in common consent between the Insured and the Company.

#### **6th CLAUSE. AUTOMATIC REINSTATEMENT OF SUMS INSURED**

Any indemnity to be paid by the Insurer shall reduce in equal amount the Sum Insured for any of the contracted coverages affected by the loss, though they will be automatically reinstated when they have been reduced by any payment made by the Insurer during the term of this Policy, in order to cover subsequent losses.

#### **7th CLAUSE. CURRENCY**

This contract is expressed in American Dollars, legal currency in the United States of America; however, all payments related thereto may be also made in National Currency, in accordance with the exchange rate to afford obligations denominated in foreign currency payable in the Mexican Republic, published by the Bank of Mexico in the Official Mexican Gazette of the Federation on the date of such payment.

#### **8th CLAUSE. TERRITORIALITY**

This policy applies within the boundaries of Canada and the United States of America, except for Alaska and Hawaii.

#### **9th CLAUSE. INSURED'S OBLIGATIONS IN CASE OF LOSS**

In case of loss, the Insured shall be obliged to:

a) Precautions: Upon occurrence of a loss, the Insured shall have the obligation to carry out all of the acts tending to avoid or minimize the damage. If there is no danger in the delay, they shall ask the Insurer for instructions, having to attach to whatever the Insurer indicates.

Any expenses incurred in by the Insured which are not excluded or inadmissible shall be covered by the Insured and, if the latter gives instructions, such expenses shall be paid in advance.

If the Insured does not comply with the obligations set forth in the preceding paragraph, the obligation of the Insurer shall be limited to indemnifying the Insured up to the value to which he would have been entitled if he had complied with said obligations.

b) Notice of Loss: Upon occurrence of a loss covered by this policy, the Insured shall have the obligation to notify the Insurer as soon as they know about the facts, and within a maximum period of 5 days, unless there are causes of force majeure or unforeseeable event, having to notify the Insured as soon as one or the other has ceased, and before leaving the covered territory where the loss has occurred; failure to comply with the period of time stipulated in this item shall cause the indemnity to be reduced to the amount originally corresponding to the loss, if the Insurer had been promptly notified thereof.

The Insurer shall have discretionary powers to consider payment for the claim submitted by the Insured only if the Insured, in spite of having left the covered territory where the loss occurred, complies with the following requirements:

1. Report the accident to competent authorities in the covered territory where the loss occurred, before leaving such territory.
2. Report the loss to the Insurer within a maximum period of five days as of the date and time of the loss specified in the report to the competent authorities. The aforesaid is excepted in case that, as a consequence of such loss, the Insured has suffered from injuries that put his life at risk or prevent them from making such report to the Insurer, in which case they shall have (24) hours as of the time and date of hospital discharge, which must be submitted to the Insurer.
3. The Insured must have a copy of the accident report.

**The claim shall not be admissible in case of failure to comply with any of the**

## **aforesaid requirements.**

The Insurer has the power to accept or reject submitted proof. In case of a lack of any documents, the Insurer may deny payment of claimed indemnity.

c) Submission of Documents: The Insured is obliged to notify the Insurer, as soon as they get to know, on any claims or suits received by them or their representatives, for which purpose, the Insured shall submit the documents, or a copy that they may have received for the case.

Failure to comply with this obligation by the Insured shall release the Insurer from payment of the indemnity corresponding to the coverage affected by the loss. **The Insurer shall not be obliged for recognition of debts, transactions or any other legal actions of similar nature, carried out or concerted without their consent. Confession of materiality of any facts may not be assumed as an acknowledgement of liability.**

d) Cooperation and assistance of the Insured with the Insurer. The Insured is obliged, for the account of the Insurer, in all civil proceedings that may be filed against them due to the liability covered by the insurance to:

- Provide the necessary information and evidence that may have been requested by the Insurer for their defense, for their account, in case it is necessary or when the Insured does not appear;
- Exercise and assert any actions and defense proceedings in accordance with the law;
- Appear in any civil proceedings;
- Grant powers in favor of the attorneys authorized by the Insurer to represent them in such civil proceedings, in case they cannot participate directly in all of the processes in such proceedings.

e) In case the Insurer requests so, the Insured shall grant, as soon as possible, enough powers in favor of the Insurer or any persons authorized by the Insurer, in order to assume and manage on behalf of the Insured the defense or settlement of any claim, or to follow up on their behalf and for their own benefit the claim for indemnity of damage or any other against third parties.

The Insurer shall be fully free to manage the proceeding or settlement of any claims and the Insured shall provide them with all necessary information or support.

f) Any support provided by the Insurer or their representatives to the Insured or third parties may not be construed as an acceptance of admissibility of the claim.

## **10th CLAUSE. INSURANCE CONCURRENCE**

When the Contracting party and / or the Insured conclude with several insurers an insurance against the same risk and for the same interest to this Policy, the Contracting Party and / or Insured shall have the obligation to inform to each one of the insurers, the existence of the other insurances. This notice must be given in writing and indicate the name of the insurers, as well as the sums insured.

If the Contracting party and / or Insured intentionally omit the notice referred to in the previous paragraph, or if it contracts the various insurances to obtain an illicit benefit, the insurers will be released from their obligations.

In the event that the other insurance policies, outside of this Policy, have been made in good faith and given reliable notice in writing to the Insurer of its existence, the Insurer will be liable for damages up to the full value of the insurance damage suffered, within the limits of the sum that has insured.



## **SECOND SECTION GENERAL PROVISIONS**

### **CLAUSE 1st. PREMIUM PAYMENT**

The Contracting Person shall pay the Insurer, as a premium, the amount indicated in the Cover of this Policy. The Premium will expire at the time of the execution of this Contract. If the Contracting Party chooses to pay the premium in installments, the payments must be for periods of equal duration, not less than one month and will expire at the beginning of each agreed period, applying the authorized financing rate in effect at the beginning of the period of the coverage.

The Contracting Party shall enjoy a grace period of thirty (30) calendar days to settle the total of the premium or the fraction that corresponds in the cases of payments in installments; if the premium is not covered within the stipulated period, the effects of the contract will automatically cease at twelve o'clock on the last day of said period.

In the event of a loss, the Insurer will deduct from the indemnity, the total of the outstanding premium pending payment, or the fractions of it not settled until completing the totality of the premium corresponding to the period of insurance contracted.

The agreed premium may be paid by the Contracting Party at the offices of the Insurer, upon delivery of the corresponding receipt or by charges made by the Insurer on the credit card, debit card or bank account and with the periodicity that the Contracting Party has selected, the account statement where the charge appears, will make full proof of payment, it is the obligation of the Contracting Party to make sure that the charges are made to his/her bank account.

In the event that the charge is not made with such frequency, for reasons attributable to the Contracting Party, the latter is obliged to directly pay the corresponding premium or partiality in the offices of the Insurer, or by paying into the account indicated by this last; the voucher or payment ticket will certify compliance. If the Contracting Party fails to comply with said obligation, the insurance shall cease its effects after the grace period has elapsed in accordance with the provisions of this Policy (article 40 of the Law on the Insurance Contract). The following shall be understood as causes attributable to the Contracting Party: the cancellation of your credit, debit or bank account, the lack of balance or available credit or any similar situation

### **CLAUSE 2<sup>nd</sup>. INDEMNITY FOR DELAY**

If the Insurer does not comply with the obligations assumed in this insurance contract, when it becomes legally enforceable, it must pay the creditor a Compensation for delinquency in accordance with the provisions of article 276 of the Law on Insurance and Bonding Institutions, which is transcribed below:

Article 276. – If an Insurance institution fails to meet its obligations in the contract of insurance within deadlines legally established for its compliance, the Institution shall pay interest in arrears in accordance with the following:

I. The obligations in national currency will be denominated in Investment Units, to their value at the date of expiry of the periods referred to in the first part of this article and its payment will be made in local currency, up to the value of Investment Units on the date on which payment is made, in accordance with the provisions of the second paragraph of the Section VIII of this article.

In addition, the Institution of Insurance will pay a penalty interest on the obligation denominated investment units as provided in the preceding paragraph, which will be capitalized monthly and whose rate is equal to the result of multiplying by 1.25 the cost of term deposits of liabilities denominated in investment units of commercial banks in the country, published by the Banco de Mexico in the Official Journal of the Federation, corresponding to each of the months in which there dwells;

II. When the principal obligation is denominated in foreign currency, in addition to the payment of this obligation, the Institution of Insurance shall be required to pay a penalty interest which will be capitalized monthly and calculated according to the amount of the obligation itself, the percentage obtained by multiplying by 1.25 the cost of term deposits liabilities denominated in dollars of the United States, the commercial banks in the country, published by the Banco de Mexico in the Official Journal of the Federation, corresponding to each of the months in which there

dwells;

III. If the date on which the calculation is not published reference rates for the calculation of default interest allude to Sections I and II of this article is done, apply the the previous month and for the if such fees are not published, the default interest is computed by multiplying by 1.25 the replacement rate according to the relevant provisions;

IV. The default interest referred to in this article to be generated per day from the date of expiry of the periods referred to in the first part of this article and to the day the payment is made under the second paragraph of section VIII of this article.

For its calculation, the reference rates referred to this article should be divided between three hundred sixty five and multiply the result by the number of days for the months in further noncompliance;

V. In case of repair or replacement of the damaged object, the liquidated damages shall consist only in the payment of the interest on the currency in which it was called the principal obligation under Sections I and II of this article and calculated on the amount of the cost of repair or replacement;

VI. Are inalienable rights of the creditor to the compensatory benefits provided in this article. The pact that seeks to extinguish or reduce no legal effect whatsoever.

These rights arise by reason only during the period established by law for the payment of the principal obligation, need not be a paid at the time.

Once the amount of the principal obligation as agreed by the parties or the final determination made at trial before the judge or arbitrator fixed, the compensatory benefits provided for in this Article shall be covered by the Institution of Insurance on the amount of thus determined principal obligation;

VII. If the respective trial resulting from the complaint, even if it has not demanded payment of the liquidated damages provided for in this Article, the judge or arbitrator, in addition to the principal obligation, must condemn the debtor to also cover these benefits under the previous paragraphs;

VIII. The compensation in arrears damages consisting of the update system and interests referred to in sections I, II, III and IV of this Article shall apply to all types of insurance, except in the case of surety to guarantee claims related to non-payment of tax credits, in which case it shall be as provided by the Tax Code of the Federation.

The payment made by the Institution of Insurance will be made in one installment comprising the total balance for the following items:

- a) The default interest;
- b) Upgrading to the first paragraph of section I of this article, and
- c) The principal obligation.

If the Institution of Insurance does not pay in a lump the entire amount of the obligations assumed under the insurance contract and compensation for late payments you make to the items listed in the order shall apply provisions of above, so that the compensation in arrears damages will continue to generate in terms of this article, on the amount of the principal obligation not paid, pending a fully covered.

When the institution stands a defense to suspend the enforcement proceedings under this Act, and final judgment for the remaining contested measures, the corresponding payment or collection is issued shall include liquidated damages until then any generated the principal obligation, and

IX. If the institution of Insurance, within the deadlines and legal terms, not making the payment of payments in arrears damages, the judge or the National Commission for the Protection and Defense of Users of Financial Services, as appropriate, shall impose a fine of 1000-15000 days of Minimum Wage.

In the case of the administrative enforcement procedure provided for in article 278 of this Law, if the Insurance Institution, within the terms or legal terms, do not pay the compensation for late payments, the Commission will impose the fine indicated in this fraction, at the request of the executing authority that corresponds according to section II of related article.

### **CLAUSE 3rd. OMISSIONS, INACCURATE DECLARATIONS**

The Contracting Party and the Insured, as the case may be, are obliged to declare, in writing, accordingly to the relative questionnaire, all the important facts for the assessment of the risk that may influence the agreed conditions, as they know or should know at the time of conclusion of the contract.

The omission or inaccurate declaration of an important event referred to in the preceding paragraph, will entitle the Insurer to consider the contract terminated as of right, even though they have not influenced the realization of the incident (Articles 8, 9, 10 and 4 of the Law on the Insurance Contract)

### **CLAUSE 4th. LOSS OF INDEMNITY RIGHT**

The obligations of the Insurer shall become extinct:

- If it is shown that the Insured, the Beneficiary or their representatives, in order to make the Insurer commit a mistake, dissimulate or state inexact facts that exclude or might restrict such obligations.
- If in the loss there is deceit or bad faith of the Insured, the Beneficiary or their respective assignees.
- If it is shown that the Insured, the Beneficiary or their representatives, with the aim to make the Insurer commit a mistake, fail to timely provide information requested by the Insurer on the facts related to the loss and through which they may determine the circumstances of its occurrence and the consequences thereof.

### **CLAUSE 5th. EARLY TERMINATION OF THE CONTRACT**

The Contracting Party may cancel this Contract through written notice to the Insurer, in which case the Insurer will be entitled to the premium corresponding to the number of days during the period in which the policy was in force, in accordance with the rate per registered day before the National Insurance and Bonding Commission for this contract and will return the remaining premium to the Insured.

When the Contracting Party requests the early termination of this contract, it will be sufficient to present a written request in the offices of the Insurer; likewise, the request may be submitted through electronic means or technology referred to in article 214 of the Law on Insurance and Surety Institutions, through which, if applicable, the insurance was contracted. The Insurer, once it ascertains the authenticity and veracity of the Contracting Party's request, will grant the corresponding acknowledgment of receipt.

Whenever this insurance needs to be activated to start its coverage, in case that it does not activate within the period established in the ticket or proof of purchase, the Purchaser must request in writing to the Company the return of the corresponding premium and the Company will return the premium, previously discounting the administration expenses and the policy fees that are applicable to it. The Insurer will return to the Purchaser the corresponding premium within the term of thirty (30) calendar days counted from the reception of the request for early termination. Said refund shall be made by electronic transfer of funds to the bank account indicated by the Purchaser in writing to the Insurer in the request for early termination; in the event that the Purchaser does not specify a bank account, the Insurer shall make available to its offices a check for the corresponding premium.

The Insurer will return to the Contracting Party the corresponding premium within the term of fifteen (15) calendar days counted from the receipt of the request for early termination. Said refund shall be made by means of payment chosen by the Contracting Party, in case the latter does not establish the payment method, the Insurer shall make available a check for the corresponding amount.

When the Insurer requests the termination of the contract, it will do so by written notification to the Contracting Party, the termination of the insurance having effect after fifteen (15) days of the notification and the Insurer will return the part of the premium in proportion to the effective time not elapsed, at the latest upon notification, without whose requirement it shall be deemed not done.

### **CLAUSE 6th. PRESCRIPTION**

All the actions that derive from this insurance contract will expire in two (2) years, counted in the terms of article 81 of the Law on the Insurance Contract, from the date of the event that gave rise to them, except in cases of exception

consigned in the article 82 of the same Law. The prescription will be interrupted not only by the ordinary causes, but also by those to which the Law of Protection and Defense refers to the User of Financial Services.

The agreement that abbreviates or extends the limitation period referred to in the previous paragraph is null.

#### **CLAUSE 7th. COMPETITION**

In the event of a dispute, the claimant may assert its rights before the Specialized Unit for Attention to Queries and Claims of the Insurer or before the National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF), under the terms of the Articles 50 Bis, 65 and 68 of the Law on Protection and Defense of the User of Financial Services. The aforementioned within the term of two years from the date on which the event giving rise to it originates or, as the case may be, from the refusal of the Financial Institution to satisfy the claims of the claimant.

In the event that the claimant decides to submit his claim before the CONDUSEF and the parties do not submit to the arbitration of the same or whoever he proposes, the rights of the complainant will be left safe to be asserted before the competent courts of the domicile of any of the CONDUSEF delegations, in accordance with article 277 of the Law on Insurance and Bonding Institutions. Similarly, in the event that the claimant decides not to assert his rights before the CONDUSEF, his rights may be asserted before the competent courts of the domicile of any of the CONDUSEF delegations.

<p><b>Specialized Unit of Attention to Queries and Claims of CHUBB Seguros México, S.A. (UNE):</b> Ave. Paseo de la Reforma No. 250, Torre Niza, Piso 15 Colonia Juárez, Delegación Cuauhtémoc, C.P. 06600, Ciudad de México. Telephone: <b>01800 223 2001</b> Email: <a href="mailto:uneseguros@chubb.com">uneseguros@chubb.com</a> Business hours: <b>Monday-Thursday from 9:00 to 17:30 hrs.</b> <b>Friday from 9:00 to 14:00 hrs.</b></p>	<p><b>National Commission for the Protection and Defense of Financial Services Users (CONDUSEF)</b> Av. Insurgentes Sur #762, Col. Del Valle, C.P. 03100, Ciudad de México. You can find the service offices in the rest of the country on the following website: <a href="http://www.condusef.gob.mx/index.php/oficinas-de-atención">www.condusef.gob.mx/index.php/oficinas-de-atención</a> Email: <a href="mailto:asesoria@condusef.gob.mx">asesoria@condusef.gob.mx</a> Telephones: Mexico City: (55) 5340 0999 Mexican Republic: 01 800 999 8080</p>
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#### **CLAUSE 8th. COMMUNICATION**

Any declaration or communication in relation to the present contract must be communicated to the insurer in writing, precisely to its headquarters. In such case where the address of the headquarters changes, the new address within the Mexican Republic will be communicated to the insured to send any and all correspondence and for any other legal matter.

The requirements and communications that the company must make to the insured or its trustees, will be made by using the last known address by the company and such notification will be deemed valid.

#### **CLAUSE 9th. JURISDICTION**

These coverages are not valid in any jurisdiction other than a court of law in the United States of America (USA) or Canada in which a covered accident occurs and only those current laws and procedures of law in those territories will apply.

In the event of a dispute between the Insured and the Company, all parties to this contract submit themselves to the Mexico City, D.F. laws and judicial process, forfeiting all other judicial systems involved or that may arise because a change of residency in the future.

#### **CLAUSE 10th. SUBROGATION**

The Insurer, once the compensation has been paid, will be subrogated up to the amount paid, in all the rights and actions against third parties that due to the damage suffered correspond to the Insured.

For these purposes, the Insured shall render all the collaboration necessary for the effectiveness of the subrogation, including the formalization of any documents that were necessary to provide the Insurer with legal standing to sue or denounce on its own or, as the case may be, in name of the Insured.

The Insurer may release all or part of its obligations, if the subrogation is impeded by facts or omissions that come from the Insured.

If the damage is only partially compensated, the Insured and the Insurer will concur to assert their rights in the corresponding proportion.

The right to subrogation shall not proceed in the event that the Insured has a conjugal or kinship relationship by consanguinity or affinity up to the second degree or civil, with the person who caused the damage, or if he is civilly responsible for it.

#### **CLAUSE 11th. LANGUAGE**

In any legal proceedings conducted in the United States of America (USA) or Canada, the English text will apply. In any legal proceedings conducted in the Mexican Republic, the Spanish text will apply.

#### **CLAUSE 12th. ARTICLE 25 OF THE INSURANCE CONTRACT LAW**

If the content of the Policy or any modifications thereto fail to match with the offer, the Insured may request the corresponding amendment within the following 30 days upon the Policy is received. After this period of time, all stipulations in the Policy or its modifications shall be deemed accepted.

#### **CLAUSE 13th. COMMISSIONS OR COMPENSATIONS**

During the term of the policy, the contracting party may request the Insurer in writing to inform on the premium percentage that, on account of direct commission or compensation, corresponds to the broker or corporation for their participation in entering into this contract. The Insurer shall provide such information in writing or electronic means, within a period no longer than ten business days after the date the request has been received.

#### **CLAUSE 14th. DELIVERY OF CONTRACTUAL DOCUMENTATION**

In compliance with the order of the National Insurance and Surety Commission in chapter 4.11 of the Sole Insurance and Bonding Circular issued on December 19, 2014, CHUBB SEGUROS MEXICO, S.A. is bound, in the adhesion contracts that it celebrates under commercialization through telephone or through a service provider referred to in articles 102 and 103 of the Law of Insurance and Bonding Institutions, whose premium collection is made with charge to a credit card or bank account, to inform the contracting party or insured how to obtain the corresponding contractual documentation, as well as the mechanism to cancel the policy or, where appropriate, the form to request that it is not automatically renewed, based on the following assumptions:

- a.** Chubb Seguros México, S.A. is obliged to deliver to the Insured or Contracting Party of the Policy, the documents in which the rights and obligations deriving from the insurance contract are established through any of the following media:
  - i.** Personally, when hiring the Insurance;
  - ii.** Home delivery, by the means that the Insurer uses for such purposes;
  - iii.** Through email.

For this purpose, the Insured or Contracting Party shall choose the form in which they wish to deliver the contractual documentation referred to.

In the event that for any reason the delivery of the contractual documentation can not be made at the time of

contracting the insurance, the alternative means for delivery will be the delivery to your home, by the means that the Insurer uses for such purposes.

**b.** If the Insured does not receive, within thirty (30) days after having contracted the Insurance, the documents referred to in the previous paragraph, must be communicated to **01800 223 2001** in Mexico City or the rest of the Republic, in order that , through the use of the means that the Insurer has available, obtain such documentation.

In case the last day for the delivery of the documentation is non-working, it will be understood that the term referred to in the previous paragraph will expire on the next working day.

**c.** To cancel this policy or request that it not be renewed, the Insured and / or Contracting Party must follow the following steps:

- i.** Call **01800 223 2001** in Mexico City or the rest of the Republic;
- ii.** Provide the data that is requested by the operator, so that the operator can verify the policy and existence of the client;
- iii.** Send the signed cancellation request accompanied by a copy of an official identification with signature to the fax number and / or email address that will be provided during your call;
- iv.** Once you have sent the information of the previous step, the Insured and / or Contracting party may call **01800 223 2001** in Mexico City or the rest of the Republic, to confirm receipt of the documents and request the folio number of the cancellation.

#### **CLAUSE 15th. RECRUITMENT OF THE USE OF ELECTRONIC MEDIA**

The Contracting Party has the option of using electronic means (these being understood as those equipment, optical or any other technology, automated data processing systems and telecommunications networks); for the celebration of services or operations related to this insurance contract and that are available by the Company.

For the purposes of the foregoing, the Contracting Party may request such contracting from the Company, who will provide the corresponding contract for the use of electronic means, whose terms and conditions are available for consultation prior to contracting on the Company's website: [www.chubb.com/mx](http://www.chubb.com/mx)

#### **CLAUSE 16th. TERM OF THE CONTRACT**

This Contract will be in force during the agreed period of insurance that appears on the Title Page and / or Specification of the Policy.

#### **CLAUSE 17th. MODIFICATIONS**

The General and Particular Conditions of the Policy and the respective endorsements may only be modified by agreement between the Contracting Party and the Insurer. Said modifications must be in writing

In addition, if the amendment is to any of the clauses of these General Conditions, such modification must be previously registered before the National Insurance and Bonding Commission. Consequently, any other person not authorized by the Insurer, lacks the faculties to make modifications or concessions.

#### **CLAUSE 18th. AGRAVATION OF RISK**

**The obligations of the Insurer shall cease as of right due to the essential aggravations of the risk during the course of the insurance in accordance with the provisions of Articles 52 and 53, section I of the Law on the Insurance Contract.**

"The insured must communicate to the insurance company the essential aggravations that the risk has during the course of the insurance, within twenty-four hours following the moment in which he knows them. If the insured omits

the notice or if he causes an essential aggravation of the risk, the obligations of the company will cease as of 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 referring to an important event for the appreciation of a risk in such a way that the company would have contracted under different conditions if upon concluding the contract it had known a similar aggravation

II.- That the insured knows or must know any aggravation arising from acts or omissions of his tenants, spouse, descendants or any other person who, with the consent of the insured, lives in the building or has in his possession the piece of furniture that is the subject of insurance." **(Article 53 of the Law on the Insurance Contract).**

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

The obligations of the Insurer shall be extinguished if it shows that the Insured, the Beneficiary or the representatives of both, in order to make it incur in error, disguise or inaccurately declare facts that would exclude or could restrict said obligations.

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

In the event that, in the present or in the future, the Contracting Party(ies), Insured(s) or Beneficiary(ies) perform or are related with illicit activities, it will be considered an aggravation essential risk in terms of law.

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 applicable, the obligations of the contract will be restored once the Insurer becomes aware that the name of the Contracting Party(ies), Insured(s) or Beneficiary(ies) ceases to be on the lists before mentioned.

The Insurer shall consign before the competent jurisdictional authority, any amount derived from this Insurance Contract, which may be in favor of the person or persons referred to in the preceding paragraph, with the purpose that said authority determines the destination of the means. Any amount paid not accrued that is paid after the completion of the conditions previously indicated, will be consigned in favor of the corresponding authority.

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 the December 18th, 2020, under number RESP-S0039-0008-2020.

#### **CLAUSE 19th . TITLES AND DEFINITIONS.**

The titles and definitions that are contained in the headings of each clause are included for a better reference, therefore they do not modify or infer in the meaning or terms to which the clauses of this Policy expressly refer.

## THIRD SECTION

### ROADSIDE ASSISTANCE SERVICES AND TRAVEL BENEFITS

Chubb Seguros México, S.A. will provide Roadside Assistance services to its policyholders through the Assistance Company contracted for such purposes under the terms and conditions set forth below:

To apply for assistance, the Insured must contact to our assistance call center to international phone 1 877 730 86 22 (Obligatory program) and 1 877 730 86 23 (Voluntary program), toll free from the United States or Canada, as applicable. You must identify as an Insured of Chubb Seguros México, S.A. and provide the following information:

1. Full name of the Insured.
2. Policy number and term of your automobile insurance.
3. Indicate the place you are in, and the phone number where you can be reached or all the data needed to locate and facilitate location to the operator.
4. Describe in detail the problem and the type of assistance required.

Any claim arising out of an event and/or relative to a situation of attendance must be submitted before leaving the United States of America or Canada by calling toll free and immediately to the number indicated in the policy. All documentation should be submitted in writing within 90 calendar days of the date on which the event occur. The Assistance Company will make payments and allowances referred to this policy, provided that it does not generate profit for policyholders.

#### I. SERVICES COVERED BY THE ASSISTANCE

Assistance Services will be provided outside of Mexican territory to the vehicle insured, according to the following, with a maximum of 2 events a year according to the next:

- 1 Event by term, for those Policies contracted with a term of 1 to 30 days.
- 2 Events by term, for those Policies contracted with a term of 31 to 365 days.

Assistance outside of Mexican territory to the insured vehicle is:

##### 1. Basic Roadside Assistance

In case of minor breakdown, a service provider will be sent to meet and the cost of contingencies as tire changing, battery jump, or delivery of gasoline for the vehicle to move under its own power and reach the vehicle's next destination. The maximum cost per event is US\$100.

###### 1.1. Gas Supply

If the insured vehicle runs out of fuel, the Assistance Service will provide the shipping necessary to continue the journey. The Insured will request by calling our call center, indicating what type of fuel is required. We will supply up to 10 liters under the Insured prior authorization. The maximum cost per event is US\$100 and gasoline shall be paid by the user.

###### 1.2. Tire Change

In the event that any of the vehicle's tires does not allow continuing with the trip, a service provider will be sent and paid for the Company to make the change the damaged tire by the spare tire of the insured vehicle or inflate the tire which is out of air. The maximum cost per event is US\$ 100.

###### 1.3. Battery Jump

If the insured vehicle requires electrical energy to continue the journey, our Assistance Service will arrange and pay for shipping of a service provider that accomplishes the battery jump. The service is not responsible for damage caused as a result of faults in electrical installations of the insured vehicle. The maximum cost per event is US\$100.



#### **1.4. Liquids**

If the insured vehicle requires some liquid to continue the journey, it will be requested to the call center operator, and, if possible, the liquid will be provided to the Insured with prior authorization from Insured and on its own cost. The maximum cost per event is US\$100.

#### **1.5. Towing Service**

In case of accident or breakdown, towing charges, crane or platform will be covered in order to move the insured vehicle to the nearest garage within the city or state in which the event has happened or the place designated by the Insured within the United States and Canada. In all of the cases when towing is necessary it is mandatory that the Insured or designee to be present at the moment of arrival and to accompany the tow truck during all the service. Up to 2 persons can be transported in the cab of the truck and the maximum cost per event is US\$ 300.

#### **1.6. Car Rental**

If repairing the vehicle exceeds over 36 hours once towed to the nearest garage for repair, or in case of theft of the vehicle and after the correspondent report before authorities, if the vehicle cannot be recovered and used within the first 36 hours after the event, the assistance service will organize and take charge of leasing a medium type car or similar to the vehicle insured for up to 3 days and a maximum US\$ 100 per day, This service will be subject to availability of the car at the location where the accident, damage or theft occurred, and the acceptance policies of the leasing company.

#### **1.7. Locksmith**

If the vehicle is immobilized for loss of keys, or because keys have been left in the interior of the vehicle, the Assistance Service will coordinate the service of a locksmith only to open the vehicle; this service will not hold any liability to the company. The cost of parts or duplicate keys will be borne by the Insured prior telephone quote and acceptance. To provide this service, in all cases it will be necessary to fully identify the Insured with the service provider and show your CHUBB Insurance policy and fully prove ownership of the vehicle before to a reasonable extent to grant the service. The maximum cost per event is up to US\$ 100.

### **2. Expenses for the Transfer of the Insured and Accompanying parties in the Event of Total Loss of the Insured Vehicle.**

In case of Total Loss of the Vehicle Insured for theft or Material Damage during the insured's travel in the United States, the necessary formalities will be carried out to cover the transportation of the insured and up to four companions by land or air from the city of occurrence of the to the city of residence of the insured in the Mexican Republic or its destination in the United States of North America or Canada.

The maximum limit to cover transportation expenses will be US \$ 500 per person with a maximum of US \$ 2,000 per event.

This assistance will be provided from the United States of America.

It will be understood that a vehicle is declared Total Loss, when declared by the Insurance Company that covers the vehicle as a resident car of the Mexican Republic in accordance with the General or Particular Conditions regardless of the method used.

### **3. Return of Remains**

In case of death of the Insured and up to 4 companions while traveling abroad in the insured vehicle, all necessary formalities will be carried out, including legal proceedings, coordination and payment of expenses relating to the transfer of mortuary remains to the Mexican territory to the city of permanent residence of the insured, including all funeral expenses. The maximum limit for repatriation of remains will be US\$ 5,000 per person or its equivalent in Mexican pesos. This service will be provided from the United States and Canada. The time it takes the Assistance Company in performing the repatriation of remains is subject to legal proceedings to be granted to the authorities of the United States of America and Canada, and the availability of aircraft and flight connections that meet all specifications required for the transfer of

the deceased. In addition to the above, The Assistance Service agrees to provide the following services within the country and once the body is in Mexico.

### **3.1. Funeral Service**

In case of death of the insured person or beneficiary at the request of the bereaved, the assistance company will manage and cover the expenses of the funeral service including:

- a) Funeral services.
- b) Arrangement of the body aesthetic.
- c) Urn for ashes or basic coffin.
- d) Transportation to the funeral home.
- e) Transportation of the body to the cemetery.
- f) Cremation or burial.
- g) At the option of the insured will be appointed a viewing room the funeral or a home chapel.
- h) Accompanying Bus.
- i) Trench in civil or municipal cemetery (subject to availability and state legislation).
- j) Service of music, flowers, coffee and others required by the family (with charge to the insured).

\* The services will be provided to the limit of coverage.

### **3.2. Funeral Legal Assistance**

The assistance company will send a lawyer on the network, in Mexico to handle the applicable legal procedures in relation to the death, such as:

- a) Support to obtain the death certificate from the Ministry of Health.
- b) Assistance in obtaining a death certificate or birth in the Civil Registry.
- c) Waiver of necropsy when circumstances and the law allow it.
- d) Permits and official approval for burial and incineration.
- e) In case of violent death, the Assistance Company will perform before the Public Ministry and the medical examiner the necessary procedures to secure the release of the body and if the initial claim against the responsible. All fees, duties, gratuities and other expenses necessary for obtaining documents, permits, certificates and certification for successful completion of the funeral proceedings shall be charged to the beneficiary or may be deducted from the sum insured for repatriation. The limit of the expenses incurred for services of US\$ 5,000, per occupant, and will be limited to 5 passengers per vehicle. All items are subject to availability, state legislation. No cremations are made abroad. Funeral Services Provider assignment will be based on the requirements of the funeral service.

## **4. Medical Emergency**

### **4.1. Telephonic Medical Consult**

We have a network of doctors giving medical telephonic attention to the insured, 24 hours a day, and 365 days a year for any queries related to the area of health. A medical diagnosis will be issued, but at the request of the Insured and with charge to the insured, the necessary means for their attention will be provided. This benefit operates without limit of events.

### **4.2. Medical References**

At the request of the insured, updates on doctors, clinics and hospitals in major cities, every day of the year, 24 hours a day will be provided. And in the absence of a health network in the place where the Insured and their companions are, information will be provided for closest medical attention. This benefit operates without limit of events

## **5. Legal and Administrative Assistance during the Trip**

In the event of theft or loss of essential documents for the onward journey such as passport, visa, etc., the Assistance Service will provide advice on the procedure to follow to report the facts to achieve recovery or redirection of lost or stolen documents. If the objects were recovered, the Assistance Service will pay

shipping to the place where the Insured and/or occupant(s) or until their permanent residence, subject to such terms and conditions of the specialized deliverance company hired for such purpose. Additional charges (taxes, fines, etc. . .) will be covered by the Insured and/or passenger(s). This benefit operates without limit of events.

### **5.1. Funds Transfer Abroad**

In case of accident or illness of the Insured and/or occupant(s), the Assistance Service, upon request of the Insured and/or companions, an advance of funds for up to US\$ 1,000, having previously deposited the amount requested at the offices of Assistance Service or account number designated by the Assistance Service. This service is by no means a loan of money; the service will only serve to make a transfer of money from the Insured and/or companions from an entity or place to another. This service is limited to 1 event. Prior to disbursement of any money by the Assistance Service, a representative of the Insured must transfer an amount equivalent to the offices of the service center.

### **5.2. Information Services**

It provides to the Insured information related to:

- a) Schedules museums in major cities worldwide.
- b) Weather in Mexico and abroad.
- c) Sports and entertainment events in cities around the world (some general events promoted by OCESA / CIE).
- d) Immediate service references of: moves, aerial ambulances, laboratories for test and clinical analysis, funeral services, emergency institutions, airports and bus stations, Mexican consulates and offices for proceedings before authorities.
- e) Requirements for vaccines and visas in other countries and at the request of the Insured and/or passenger, telephone support service will be coordinated with Embassies.
- f) Reservation of tickets of any means of commercial transportation such as airplanes, cars, trains, cruise ships, helicopters and hotels in major cities around the world (subject to availability).
- g) Restaurant reservations, cultural or sporting events, theaters, concerts in Mexico and major cities in the world (subject to availability).
- h) Information regarding malls, nightclubs and attractions in major cities
- i) Assistance in the purchase and delivery of gifts, flowers, various goods and car rentals in major cities worldwide.

All expenses incurred by the concepts above will be borne by the Insured. This benefit event operates without limit of events.

### **5.3. Urgent Message Transmission**

The Assistance Service will transmit at the request of the Insured, urgent messages arising from the events of coverage; to keep informed the family, physician or company in which the Insured and/or passenger work in. This benefit event operates without limit of events.

### **5.4. Data Logging**

The Assistance Service will have a line available to the Insured for safeguarding confidential information such as:

- a) Registration of credit cards, debit cards and shopping cards that allows you to report theft or loss thereof with a single call. The moment we receive your notice, we will contact the issuing institutions to cancel the cards.
- b) Registration of official documents (passport, voter registration card, driver's license, military service card and professional certificate) so that in case of theft or loss thereof, we provide phone numbers of embassies and consulates Mexican anywhere in the world as well as addresses and telephone numbers of government institutions in Mexico, where Insured must report. This benefit operates without limit of events

## **II. Duties of the Insured and/or Vehicle Occupants**

## **1. Safety Precautions**

The Insured and / or occupant (s) of the vehicle are required to perform all acts that tend to prevent or reduce assistance situations, and refrain from making arrangements or fees without consulting the Assistance Company previously.

## **2. Papers**

Under the terms and conditions of the Policy, the Insured advise and deliver as soon to the person or persons designated by the Assistance Company subpoenas, demands, experiments, court orders, notices and any other correspondence or documentation legal received from the administrative or judicial authorities that relate directly or indirectly to the events covered in this contract form.

## **III. Refunds**

### **1. Refunds will be paid only when any of the following circumstances:**

- a) When the Assistance Company did not provide the requested service within the established time, 60 minutes for services in major cities.
- b) When the Company does not have support available in the locality in which the Insured is requesting the service.
- c) When the Insured has tried to contact Call Center Assistance of the Company, and no phone call has been answered.
- d) When the Insured is unable to report the service request because it is an emergency. In all cases the Insured and/or occupant (s) of the vehicle must give notice of the expenses incurred and concepts later than 10 calendar days after the occurrence of the event that led to the Assistance Service. Under no circumstances air medical transport expenses will be reimbursed. Where appropriate, the reimbursement shall be authorized, will be done under the following guidelines.

### **2. Documentation Required For Refunds**

- a) The invoice or bill submitted by the Insured Policyholder to process the refund must be original, contain the name of the service and the name of the Insured Policyholder shall be valid only refund vouchers, containing fiscal marking requirements in Article 29 of the fiscal Code of the Federation, as follows:
  - Name and address of the service provider
  - Official Address of service provider
  - Folio pre - printed
  - Place and date of issue
  - That the voucher is issued on behalf of the insured policyholder
  - Description of service
  - Unit value with number and total value with number and letter
- b) Letter made directed to the Assistance Company in which the refund is claimed, stating:
  - Copy of bank statement where the account number to the owner (CLABE18 digits and name of bank), which will deposit the refund to appear.
  - Copy of official identification
  - Copy of the policy of Chubb Seguros México
  - Telephone and email of the sender to give acknowledgment and communications required. If applicable refund, this will be paid based on the coverage of the account at the time of hire, for any reason increased this amount to be paid. Refund will be given according to the prevailing exchange rate at the bank on the date the payment is generated. Fees and taxes are paid by the Insured and / or occupant (s) of the vehicle receiving the transfer.

Deadline to process refunds: The Assistance Company will have a period of 15 working days to make the deposit in the account number indicated. After this period the Insured shall be informed by an email, which authorized the deposit amount has been made in the designated account and shall serve a copy of the voucher.

#### **IV. Exclusions**

##### **1. Assistance Services described following will not be Rendered:**

- a) When the Insured and/or occupant of the vehicle do not provide accurate and timely information, which by its nature does not allow properly address the situation.**
- b) When the Insured and/or occupant of the vehicle not prove their personality as beneficiary of the assistance service.**
- c) When the Insured and/or occupant of the vehicle breach any of the obligations contained in this policy.**
- d) When the driver of the vehicle is not identified as the Insured or occupant.**
- e) When the Insured is not in the scene.**
- f) When the covered vehicle has been brought into the country illegally.**
- g) When the situation arising attendance has been derived from any fraud or bad faith by the Insured or the driver of the vehicle or intentional accident.**
- h) Misuse or improper use of the vehicle without the consent of the Insured, as in the case of theft, breach of trust, etc.**
- i) Vehicles with various modifications to the original production, if they directly influenced the accident or composure.**
- j) Assistance and/or expenses occupants transported free of charge, as a result of so-called "hitchhikers ", "rides" or "hitchhiking".**
- k) The Assistance Company will not be liable for delays or defaults due to force majeure or administrative features or policies in place the services to be provided.**
- l) It is not considered for towing lock alarm , maintenance, revisions to the car, major repairs and composure parties performed directly by the user or any third party , whether they influenced by the accident.**
- m) Maneuver Vehicle (rollover jams in puddles and/or sand, etc.).**
- n) The vehicle is loaded or transporting injured persons, nor maneuvers if jammed or stuck in ruts or gullies.**
- o) User leaves the scene**
- p) Direct traffic regulations in force and applicable in the country and/or federal entity and/or the General Means of Communication Law applicable and in force in the place violations.**

##### **2. Services will be excluded when they are a Direct or Indirect consequence of:**

- a) Assistance situations occurred during trips made by the Insured and/or occupant (s) of the vehicle against the prescription of a doctor.**
- b) For suicide and/or injury or the consequences caused by the attempt thereof.**
- c) Diseases or conditions caused by the voluntary ingestion of alcohol, drugs, toxic substances, narcotics or prescription medications, nor the assistance will be provided for mental illness derived situations ;**
- d) On the facts relating to the acquisition or use of prosthesis, eyeglasses or during pregnancy.**

- e) No medical transportation service to pregnant women will be given during the last ninety days before the date of delivery.
  - f) During phenomena of extraordinary nature, such as floods, earthquakes, volcanic eruptions or cyclonic storms
  - g) During events and/or actions arising from terrorism, riot or civil commotions;
  - h) On the facts and/or actions of forces or armed forces or security forces, even if they are made in peacetime;
  - i) As a result of events related to radioactive energy, or any other force majeure.
- All matters not covered by these special conditions shall be governed by the provisions of the General Conditions of the policy from which such service is.

## **BENEFITS ON NATIONAL AND INTERNATIONAL TRIPS AND VACATION AT LOW COST**

The Insurer grants the following benefits to its Insured, through "The Tourist Service Provider" contracted for such purposes, under the terms and conditions set forth below.

### **1. Activation Of Travel Benefits**

To activate the travel benefits it is necessary to have your current insurance policy and to communicate to the following telephone numbers:

<b>From Abroad (USA and Canada)</b>	<b>1 855 255 3165</b>
<b>From Mexico (Interior of the Republic)</b>	<b>01 800 700 8252</b>
<b>From Mexico City and Metropolitan area</b>	<b>(01 55) 5584 6850</b>

Hours of operation are from 9:00 am to 6:00 pm from Monday to Friday. Schedule of the Mexico City (Central Time).

The "Insured" will receive attention by an adviser by phone in the numbers mentioned or if you prefer via email to: [reservaciones@wtravelconcepts.com](mailto:reservaciones@wtravelconcepts.com)

### **1.1 Preferential Rates**

The "Insured" will obtain preferential rates in Mexico and International level in the following services:

- Accommodation (Hotel reservations in plans that the selected Hotel provides, such as European Plan, Breakfast Plan, All Inclusive Plan, etc.).
- Travel Packages (reservations that include Hotel and Airplane).
- Travel Circuits (reservations that include Hotel, Airplane and Ground transportation / package denominated circuit).
- Cruise Reservations.

### **1.2 Additional Services**

- Airplane Ticket Reservations
- Car Rental Reservations

### **1.3 Low-Cost Holiday Week**

The low-cost holiday week will allow the "Insured" to enjoy a week of accommodation in Resorts / Hotels in Mexico (prices will be expressed in US Dollars), and the Insured must proceed as mentioned as follows:

- The maximum period of the holiday week is 7 consecutive nights.
- The holiday week applies for a maximum of 6 people of any age, (counting from babies 0 years old to senior citizens).
- With a minimum of 30 days in advance request the provider the availability of the destinations, tentative date of the trip and the exact number of people traveling.
- Destinations: City to be traveled, preferably 3 options.
- Tentative date: Take into account that the days of entry to the Resorts / Hotels are usually on the weekend.
- Have a VISA or MASTER CARD credit card for the corresponding charge, providing:
  - Cardholder's name
  - Full credit card number
  - Expiration date
  - CVC, ie the last 3 digits of the back of your card in the signature panel
  - Address where the statement arrives
  - Telephone contact.
- When accepting your charge to the credit card and confirming your reservation, it is important to send by email:
  - Letter signed authorizing the charge to your credit card.
  - Copy of IFE or valid passport in case of foreigners (I.D.).
- Have an email address to receive confirmation of your reservation.

The low cost holiday week does not apply in high season depending on the destination, country or city where you want to travel.

To know the seasons and destinations that apply for this benefit, it is necessary to please contact the "provider" to the mentioned telephones.

## **2. Terms and Conditions**

### **2.1 Term of Benefits**

The benefits of this insurance are granted during the time that the tourist auto insurance policy is in force, in accordance with the dates established in the policy cover.

### **2.2 Reservations**

All reservations must be requested from the above telephone numbers or by e-mail: [reservaciones@wtravelconcepts.com](mailto:reservaciones@wtravelconcepts.com)

Reservations received via email will be answered within 24 hours of receipt by the travel agency.

The Travel Agency reserves the right to accept reservations that are requested less than 72 hours before the start of the services requested.

### **2.3 Payment**

All services must be 100% paid at the time of confirmation by bank deposit or credit card or debit card, following the requirements established by the Travel Agency:

- Letter signed authorizing the charge to your credit or debit card
- Copy of IFE or valid passport in case of foreigners (I.D.)
- The previous documents must agree on the name and signature of the "Insured"

### **2.4 Confirmation Of Services**

The "Insured" must present confirmation Voucher of contracted services (Hotel and Packages) of the "Company or Agency" that confirmed its services, for identification and granting thereof.

### **2.5 Changes in Itinerary and Hotels**

All trips are subject to program modifications if necessary for your operation. If for some reason the Travel

Agency considers it necessary to replace a hotel with another one of the same price and same category to guarantee the service, it can do so after notifying the "Insured".

## **2.6 Issuing of Tickets and Confirmation Vouchers**

Any reservation of air tickets made through the Travel Agency shall be subject to the prior airing of such tickets, as well as to the other terms and conditions applied in the issue of Tickets by the line or airlines in question. Consequently, the Travel Agency can not guarantee the issuance of air tickets until such emissions are confirmed by airlines and paid by the customer.

Within 24 hours of receiving the payment by the "Insured" to the Travel Agency and once confirmed by the airline or airlines in question, the issue of the tickets, the "Insured" will receive electronic way, all the tickets and confirmation Voucher related to the reservation.

## **2.7 Responsibilities**

The travels requires an optimal state of health, so the Insurer and the "provider" are not responsible for personal accidents or health mishaps of the "Insured" that occur during the trip or the stay at the hotels, or the preexisting diseases and those sufferings suffered.

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

## **2.8 Cancellations and Penalties**

Any Hotel reservation that is canceled within 24 hours before the arrival date of the "Insured" will be considered **No Show** which means that a charge will be made to the credit card of the "Insured" for the payment of one night's stay .

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

On plane tickets will apply cancellation or extra charge depending on the type of flight requested and paid in due course.

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

## **2.9 ACCEPTANCE OF CONDITIONS**

Any formalized reservation supposes the express acceptance of these General Conditions by the "Insured", customer of the services and the "provider".

## **2.10 Refunds**

If the trip is suspended due to weather conditions before the departure of the "Insured", the first option will be to change the date of the trip, in case the "Insured" does not have the availability of time for such change, it applies the 100% refund of the paid value.

## **2.11 Luggage**

Luggage and other personal effects of the "Insured" travel at his risk, reason why the Insurer neither the "Provider" are not responsible for the total or partial loss of the luggage.

## **2.12 Pets**

Pets are not accepted in most developments. Consult the development before booking.

## **2.13 Documentation**

The Insured must be provided with a passport or identity card in case of being a national tourist according to the itinerary requested. If applicable, you must have the necessary health permissions.

In case of failure to comply with the aforementioned by the "Insured" this will cause loss of service and the right to any refund.



## **2.14 Package Prices**

All prices are quoted in Mexican Pesos or in United States Dollars (USD), and are subject to change without notice, only in case the Travel Agency has not received the full payment of services. Consequently, the "Insured" agrees to pay any price difference that occurs, prior to the payment of the entire price.

## **2.15 Cancellation of Reservation**

In the event of reasonable suspicion by the "Provider" that fraud or unauthorized use of the credit or debit card by third parties exists, the "Provider" reserves the right to cancel the reservation and to inform the "Insured" of such situation.

## **2.16 Low Cost Holiday Week Restrictions**

- To make use of your holiday week, it is important to bear in mind that "Provider" is subject to availability of both Destination and Resort / Hotel.
- On account deposit is not guarantee the Availability if this is reflected outside the time limit and / or the Resort / Hotel cancel the system for their own interest the previous reservation.
- It is considered a confirmed reservation at the moment of receiving by email Voucher of reservation and confirmation number, still made the charge to your credit card and / or bank deposit, does not receive the aforementioned information via email is considered only as a quote which does not guarantee their availability to stay.
- The low cost holiday week does not apply in Easter, Christmas, New Year, Bridges and Holidays (Mexico), in the case of other countries the client must verify via telephone if there is availability for the aforementioned dates.
- The rates are expressed in US dollars and will be payable at the exchange rate of the day the Travel Agency designates at the time of the transaction.
- In your account statement you will be see reflected in the charge to your credit card in two amounts, which when added will give the total amount established.
- You must request in advance your quote and reservation. We reserve the right to grant a reservation and quote with less than 48 hours of request for the date of your trip.

## **2.17 Modifications of Rates and Benefits**

The "Provider" and Related Services Company reserves the right to make changes in rates and benefits without prior notice and to apply restrictions. As long as the Insured has not received their written confirmation from the "Provider".

### **LEGISLATION INDICATED in the Insurance Contract**

The articles mentioned in these general conditions can be consulted in the following websites:

#### **LAW OF INSTITUTIONS OF INSURANCE AND BONDS**

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

#### **LAW ON THE INSURANCE CONTRACT**

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

#### **LAY OF PROTECTION AND DEFENSE OF THE USER OF FINANCIAL SERVICES**

<http://www.diputados.gob.mx/LeyesBiblio/pdf/64.pdf>

#### **FEDERAL PENAL CODE**

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

You can access this Policy through the RECAS (Register of Insurance Adherence Contracts) of the National Commission for the Protection and Defense of Financial Services Users (CONDUSEF), which you can access through the following electronic address: [www.condusef.gob.mx](http://www.condusef.gob.mx)

**In compliance with the provisions of article 202 of the Law on Insurance and Bonding Institutions, the contractual documentation and the technical note that make up this insurance product were registered with the National Insurance and Bonding Commission, as of day October 1<sup>st</sup> 2018, with the number CNSF-S0039-0490-2018 / CONDUSEF-003931-03.**

## **CONSENT FOR THE DELIVERY OF THE CONTRACTUAL DOCUMENTATION VIA E-MAIL**

In accordance with my interests, I hereby give my consent for Chubb Seguros México, SA to deliver the contractual documentation corresponding to this Insurance contract, in PDF format (portable document format), or any other format electronic equivalent, through email \_\_\_\_\_.

YES ACCEPT \_\_\_\_\_.

NO ACCEPT \_\_\_\_\_.

\_\_\_\_\_  
NAME AND SIGN OF APPLICANT

**In compliance with the provisions of article 202 of the Law on Insurance and Bonding Institutions, the contractual documentation and the technical note that make up this insurance product were registered with the National Insurance and Bonding Commission, as of day October 1<sup>st</sup> 2018, with the number CNSF-S0039-0490-2018 / CONDUSEF-003931-03.**

# **BROCHURE OF THE BASIC RIGHTS OF CONTRACTORS, INSURED AND BENEFICIARIES (AUTOS)**

Before and during the insurance contract, our insured have the following rights:

1. To request the agents, employees and attorneys-in-fact, the identification that accredits them as such.
2. To request to be informed of the amount of the Commission corresponding to the intermediary for the sale of the insurance.
3. To receive all the information that allows you to know the general conditions of the insurance, including the scope of the contracted coverage, the way to keep them, as well as the forms of termination of the insurance contract.

During our attention in the loss the insured has the following rights:

1. To receive the payment of the corresponding benefits according to the sum insured, even if the premium of the insurance contract is not paid, as long as the grace period for the payment of the same has not expired.
2. To a comprehensive advice on his loss by the representative of the Company.
3. The insured has the right to know that the Company may choose, as established in the policy, to repair the insured vehicle or cover the compensation, making known the bases, criteria to be followed and options, as well as receiving the relevant documentation that covers the repair / compensation of the loss.
4. The Insured shall have the right to receive legal support during the care of the claim by the legal department of the company or a third party authorized for these purposes, the foregoing if necessary and provided that the insured has the corresponding coverage .
5. To communicate to the Company and express its opinion with the supervisor responsible for the adjuster regarding the attention or advice received.
6. To receive information about the processes following the incident.
7. To charge the Company compensation for late payment, in case of non-payment of the sums insured.
8. To request the issuance of a technical opinion to the CONDUSEF in case of having presented a claim before it, and that the parties have not submitted to arbitration.

In case of dispute, the insured has the right to file a claim, complaint, inquiry or request for clarification with the Specialized Unit for Attention to Queries and Claims at the e-mail address [uneseguros@chubb.com](mailto:uneseguros@chubb.com)

Main policies and procedures that adjusters must observe:

1. Identify yourself verbally as an adjuster of the Company.
2. Ask about the welfare of the insured as well as their companions.
3. Explain in a general way to the insured the procedure that will be carried out during the attention of the accident.
4. As a representative of the Company, advise the insured about the procedure subsequent to the incident.
5. Collect the statement of how the incident occurred and other administrative information so that the Company can support the origin of it.
6. Deliver a privacy notice, in case of collecting personal data.
7. Deliver to the Company the file with the information collected from the incident.

**“In compliance with the provisions of article 202 of the Law on Insurance and Bonding Institutions, the contractual documentation and the technical note that make up this insurance product were registered with the National Insurance and Bonding Commission, as of day 19 January 2018, with the number RESP-S0039-0477-2018 / CONDUSEF G-003110-01.”**