

Civil Liability Insurance for Tourist Recreational Watercraft

CHUBB®

CHUBB®

Content

General Conditions 4

1st Clause. Objective of this Insurance 4

2nd Clause. Territory 4

3rd Clause. Policy Period 4

4th Clause. Premiums 4

5th Sum Insured 4

6th Clause. Reduction and Reinstatement of the Sum Insured in Case of a Claim 4

7th Clause. Responsibilities of the Named Insured 5

8th Clause. Other Insurance 5

9th Clause. General Exclusions 5

10th Clause. Fraud, Deceit, Bad Faith or Severe Transgression 7

11th Clause. Aggravation of Risk 7

12th Clause. Duties in Case of a Loss 7

13th Clause. Precautions in the Event of an Accident 8

14th Clause. Prior Termination of the Policy 8

15th Clause. Place of Idemnification of Loss 9

16th Clause. Subrogation of Rights 9

17th Clause. Interim Interest Due 9

18th Clause. Arbitration 9

19th Clause. Maximun Limit of Liability 10

20th Clause. Jurisdiction 10

21st Clause. Communication to the Insurer 10

22nd Clause. Statute of Limitations 10

23rd Clause. Language 10

24th Clause. OFAC 11

CHUBB®

Article 25. Insurance Contract Law (Ley Sobre el Contrato de Seguro) 11

General Clause. Consent - Privacy Notice 13

Booklet of Basic Rights of the Contracting Parties, Insured and Beneficiaries (Civil Liability Insurance for Tourist Recreational Watercraft) 14

CHUBB®

Civil Liability Insurance for Tourist Recreational Watercraft

General Conditions

1st Clause. Objective of this Insurance

Subject to the General Conditions and the Special Conditions of this Policy, and with the latter prevailing over the former, Chubb Seguros México, S.A., (hereafter referred to as "the Company"), by way of this insurance, will cover the watercraft that is property of the Insured or which is property of a third party by under the Insured's care, for damages which the Insured may be legally responsible for and as specified in the Declarations page and General Conditions that form an integral part of this Policy.

2nd Clause. Territory

This Policy has been contracted in accordance with laws of Mexico to cover damages that occur within the Republic of Mexico and within the navigation limits identified on the Declaration Page of the Policy, in favor of the person referred to as the Named Insured, in accordance with the Terms and Conditions of the Policy during the Policy period.

Additional Protection
If, during the term of this Policy, abnormal circumstances occur, due to perils covered or not covered or that are excluded by this Policy, that make it necessary for the Insured Watercraft to go outside of the navigation limits established, this coverage will ceased to be in effect from that moment and coverage will be reinstated only when the Insured Watercraft returns, safe and sound, back within the navigation limits authorized by this Policy.

3rd Clause. Policy Period

The Policy period will begin at 12:01 AM on the date specified on the Declaration Page of the Policy and will end at 12:01 AM on the date indicated on said Declaration Page, according to the time at the place where Insured Watercraft is located.

4th Clause. Premiums

The premium is due from the Named Insured at the time the contract is entered into and payment should be exchanged for a receipt issued by the Company or its Agent or by an appropriately issued receipt.

5th Clause. Sum Insured

It is the responsibility of the Insured to determine the limits of each coverage provided by this Policy, and such limits will constitute the maximum of the Company's responsibility.

6th Clause. Reduction and Reinstatement of the Sum Insured in Case of a Claim

Any indemnity the Company might pay under any of the Sections of this Policy that may be affected for a given claim, will reduce the applicable Limit of Liability for future claims by that same amount; however upon request by the Named Insured, the Limits of Liability may be reinstated upon prior approval of the Company and upon the Insured's payment of the corresponding additional premium.

7th Clause. Responsibilities of the Named Insured

It is the responsibility of The Named Insured to assure that at all times the Insured Watercraft exhibits the proper running lights and is operated at all times within the appropriate maritime laws and custom; a crew appropriate to the needs and services of the watercraft will be maintained at all times; it shall not be loaded beyond it's designed and authorized capacity and will only carry goods that are customary and practical to the type of navigation undertaken and never in a dangerous quantity or manner; and in general, will comply with requirements established by applicable law and regulation. In addition, the Insured may not contract for towing or salvages services without the prior agreement by the Company, in which case, the Insured will pay the respective additional premium. Failure by the Insured to comply with this Clause will automatically invalid coverage under this Policy.

Deductible
A deductible is the participation that remains the responsibility of the Named Insured for each applicable accident and which will either be expressed as a percentage of the Limit of Liability or by a fixed sum. The Company is responsible only for the amount of a claim in excess of the deductible described on the Declaration Page, up to the Limit of Liability.

8th Clause. Other Insurance

The Insured is obligated to immediately advise the Company, in writing, of the existence of other insurance contracted with another insurer for the Insured Watercraft, covering the same perils and interests, and Limits of Coverage, as required by Article 100 of the Insurance Contract Law (Ley Sobre el Contrato de Seguro).

Regarding Article 102 of the Insurance Contract Law (Ley Sobre el Contrato de Seguro), in the event that other insurance exists covering the same insurable interests, each insurance Company will indemnify in the proportion that each of their limits of liability represent to the total of all applicable limits of liability.

If the Insured intentionally omits advising the Company in accordance with this 10th Clause, or if the Insured contracts multiple insurance policies with illicit intention, the Company is freed from any obligation under this Policy.

9th Clause. General Exclusions

In no event will the Company be responsible for loss or damage as a consequence of:

a) Any general damage, including "pain and suffering," any economic or incidental loss, prejudgment, or any damage arising from the loss of use of the Insured Watercraft, or to any occupants or passengers therein.
b) Civil liability for damage sustained to relatives or members of the Insured's household or persons employed by the Insured.
c) Loss or damage sustained or caused in the course of participation by the Insured Watercraft in a race or any other contest of speed or resistance, either as a watercraft competing in such competition, or as a watercraft providing support to another watercraft that is competing in competition of any kind.
d) Loss or damage caused by the Insured Watercraft as a consequence of using it to tow another watercraft unless such other watercraft is described on the Declaration of and is covered by this Policy.
e) Damages that the Insured Watercraft suffers or causes when operated by a person who does not possess a motor vehicle drivers' license issued by the proper legal authorities, or while being operated by a person under the influence of alcohol or drugs.

f) Any indirect loss incurred by the Insured or any occupants of the Insured Watercraft plus any expenses resulting from said loss, including but not limited to lodging, meals, transportation, telephone calls, rental of a placement watercraft, or the loss of use of the Insured Watercraft, or other similar expenses, unless specifically provided in this Policy.
g) Any material damage suffered by the Insured Watercraft, regardless of the cause.
h) Loss or damage resulting from or caused by the Insured Watercraft due to overloading or subjecting it to excessive strain for its strength and capacity.
i) Civil liability arising from a loss of consortium, claims of emotional distress or damage to one character as a result of bodily injury or death suffered by another person including psychological and other emotional damages, whether or not they are occupants of the insured vessel.
i) Loss or damage caused by the Insured Watercraft as a consequence of warlike operations, whether arising out of the foregoing or civil war, insurrection, rebellion, expropriation, requisition, confiscation, seizure, or detention by the authorities or any other similar cause. Likewise, this insurance does not cover loss or damage caused by the Insured Watercraft when same is used for any military service with or without the consent of the Insured.
j) Strikes, abandonment by workers, people who take part in a lockout or work stoppage, labor related disturbances, riots, popular uprising, or measures taken by authorities to quell such acts.
k) Damage relating to civil commotion or uprising, or by persons acting maliciously.
l) Kidnapping or any illegal imprisonment, unjust exercise of control over the Insured Watercraft or its crew (including an attempt to so imprison or gain such control) made by any person acting without the consent of the Insured or while the Insured Watercraft is outside the control of the Insured for any of these causes.
m) Action to off-load, throw overboard, or burn materials in the sea, bays, rivers, land or air, whether oils, fuels, combustibles, cargo, petroleum or chemical products or any substances of any kind or nature that could be considered pollutants.
n) Damage caused by illegal acts of the captain or crew while carrying contraband or while engaged in clandestine or prohibited venture.
o) The violation by the Insured of any law, provision or rules promulgated by a national or foreign authority, when such law would have directly influenced the outcome of the loss.
p) Lesions and accidents of the pilot or captain when the watercraft was utilized for suicide or any other similar circumstance or voluntary mutilation, even when the pilot or captain is found in a state of mental derangement.
q) If the pilot and/or the Insured used the Legal Assistance coverage to obtain their freedom, and henceforth move to another location without cooperating with the Insurer and not complying with the obligation to personally attend the necessary meetings that the authorities require, during the legal proceedings held against them arising from an accident, the coverages of the Policy will automatically be annulled, and coverage will cease from the date that such noncompliance transpired and the insurer will be freed from all obligations under the Policy.
r) The stipulated obligations of the Company under this Policy will automatically remain annulled if the Insured or any of its representatives enter into an arrangement or pact with the parties involved, in any accident, without the written consent and agreement of the insurance Company.

s) At the moment of the accident, if the Insured Watercraft were used for any illegal motive like the transportation of cargo or packages, inclusive of firearms and drugs.

10th Clause. Fraud, Deceit, Bad Faith or Severe Transgression

The obligations of the insurer will cease:

a) If the Insured, the Beneficiary or their representatives, with the outcome to cause a false claim, conceal, or declare the facts in error which would have excluded coverage or restrict any obligation of the insurer.
b) If, with the same purpose, does not deliver on time to the Company, the necessary documents that deal with 14th Clause.
c) If bad faith exists in a loss or claim made by the Insured, Beneficiary, assignee, or a representative of any of these parties. Among other things, it is considered a case of "culpa grave" the lack of due diligence by the Insured to fail to maintain the vessel according to the condition described in 9th Clause of this Policy.

11th Clause. Aggravation of Risk

The Insured will advise the Company of any circumstance that, during the term of this Policy, provokes or increases the hazard to risks covered by this Policy, and such advice to be made within 24 hours of the time the Insured becomes aware of such increase in hazardous condition. If the Insured fails to advise the Company of such increase in hazard, the Company, in turn, is released of its responsibility under this insurance.

12th Clause. Duties in Case of a Loss

A. Notice of Loss

Upon occurrence of a claim that could involve indemnity in accordance with this insurance, the Insured has the obligation to communicate such fact to the Company, in writing as soon after the Insured becomes aware of it, except in situations beyond the Insured's control, in which case, the Insured must notify the Company as soon as circumstances permit, and certainly before the Insured departs the Republic of Mexico. The maximum period, for which the insured has to notify the Company of the realization of an incident is 5 days from the day the insured is aware of the occurrence of the damage, the above is based on the Article 66 of the Insurance Contract Law.

Failure of the Insured to comply with this requirement to notify the Company may result in a reduction in payment by the Company to an amount that would have been had if the Insured had provided the Company with timely notice. Furthermore, the Company will be released of all obligations under this Policy if the Insured or the Captain or his agent or administrators fail to provide immediate notice of with the intention of not disclosing that the advice to the Company could have been provided to the Company at a much earlier time.

B. Development of a Claim

The Company has the right to require the Insured or Beneficiary to provide any and all information relating to a loss and any information that may help determine the circumstances and consequences of such loss, and the Insured will provide the Company all documents and related data within 15 -fifteen- days following the date of loss or within another time frame agreed to by the Company in writing:

I. Notice of Loss: The Insured must advise the Company as soon as the Insured has knowledge of any loss or suit made against him or his representative and will deliver such documents or a copy thereof to the Company, in which event the Company will advise the Insured, in writing, that the Company will assume control and direction of the case, and that the Insured is not to make decisions with respect liability.

If the Company does not communicate in the manner described above, it is understood that the Company will assume control of the claim that has been made against the Insured and the Insured must cooperate in with the Company in accordance with the terms outlined in the other articles of this clause.

Following the assumption that the Company does not undertake responsibility of the legal proceedings, it will make advance payment to the Insured up to the amount of the Insured's obligation under the claim, but in no case will this amount exceed the limit of liability for this coverage, and legal expenses the Insured will incur to mount a defense, such defense to be diligently undertaken.

II. Cooperation and Insured's assistance to the Company: The Insured must cooperate and assist in all legal proceedings against him and will fulfill the following responsibilities with respect to this insurance:

a) Provide all necessary facts and information as may be required by the Company in his defense or in the event the Insured does not appear personally.
b) Exercise and take all steps that are within his rights to take in his defense.
c) Appear in all legal proceedings.
d) Provide power of attorney to representatives of the Company designated to represent the Insured in legal proceedings in case the Insured cannot participate directly in all proceedings.

Legal expenses incurred by the Insured, to comply with his obligations, will be defrayed against the sum Insured under the Legal Assistance coverage.

III. Claims & Suit: The Company reserves the right make out-of-court or in-court settlements, and to direct proceedings for judgment before the appropriate authority.

The Company will not accept the responsibility of monies owed, transactions, agreements, or other judicial acts that acknowledges responsibility of the Insured, that are agreed to without the consent of the Company, with the end to feign a responsibility that, otherwise, would not have existed or would have been to a lesser extent that the actual responsibility. A material confession of a fact by the Insured will not be judged as the acceptance of responsibility.

Upon adjudication and determination of responsibility, the Company will proceed to indemnify the third party for the value of the loss.

Any requests for information made by the Company or its representatives to the Insured or third parties does not imply the acceptance of responsibility by the Company.

13th Clause. Precautions in the Event of an Accident

At the time of the loss, the Insured must take adequate precautions in accordance with the circumstances of the loss to avoid any further damage; accordingly, the Insured should not abandon the Insured Watercraft unless there is no alternative.

If the Insured does not comply with the obligations of the preceeding paragraph, the obligation of the Company will be limited to the amount of the loss that would have occurred had the Insured complied with his obligations.

14th Clause. Prior Termination of the Policy

Regardless of the term of the Policy, both parties can terminate the Policy prior to its expiration. If canceled by the Insured, the cancellation will take effect the day the Insurer is notified of such act, if termination is by the Company, the cancellation will take effect 15 days after notifying the Insured and in both cases the following applies:

a) For annual policies

I. Once the Policy is in effect for 20 days or more, the premium is 100% earned by the Company.
II. If the Policy is cancelled within the first 19 days of the Policy, the return premium will be calculated by the daily premium multiplied by the number of days the Policy has been in effect.
III. Any Policy in which a claim has been paid, the premium is considered to be fully earned and no part will be returned.

b) Daily policies (Term of less than one year) are considered fully earned once they become effective.

15th Clause. Place of Indemnification of Loss

The Company will make any loss payment in its offices during the first 30 days from the date that all documents and information that would permit the Company to properly adjudicate the loss according to the terms and conditions listed in 14th Clause of this Policy.

16th Clause. Subrogation of Rights

The Company will subrogate the Insured's right of recovery, up to the amount paid to the Insured, against any person or entity responsible for the loss. If the Company so requires, the Insured shall confirm such subrogation rights in writing.

If the subrogation is impeded by the acts or omission of the Insured, the obligation of the Company will be limited to the indemnification of the Insured for the damage that he would have suffered if he complied with all the obligations under this Policy.

If only a partial indemnification was made to the Insured, the Insured and the Company will concur and enforce both parties' rights that correspond to them in proportion.

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

17th Clause. Interim Interest Due

In spite of having received documents and information that permit evaluation of a claim been presented under this Policy, the Company does not comply with its obligation to pay indemnity, cash, or lost income in accordance with Article 71 of the Insurance Contract Law (Ley Sobre el Contrato de Seguro), the Company will be required to pay the Insured, his Beneficiary, or an injured third party, in accordance with Articles 276 and 277 of the Law of Institutions of Insurance and Bonds, the amount of interest that would be earned from the date of an executive resolution for payment is issued, until the date payment is actually made. Interest must be paid at a rate that is higher than the rate the Company received on its technical claim reserves.

Such interest is to be calculated from the day following the expiration of the term described in Article 71 of the Insurance Contract Law.

18th Clause. Arbitration

In case of disagreement between the Insured and the Company as to the amount of any loss or damage, the case shall be submitted to the judgment of an arbitrator appointed in writing by both parties. If no agreement is reached as to the appointment of a single arbitrator, the case shall be submitted to the judgment of two; one appointment by each party, within 10 days from the time of written request from the other to do so. The arbitrators shall appoint a third arbitrator to act in case of disagreement, prior to taking up their duties.

If one of the parties should refuse or fail to appoint its arbitrator when requested by the other, or if the arbitrators fail to agree on the appointment of the umpire, the Mexican Judicial Authority upon request of either of the parties shall appoint the arbitrator or umpire, or both, if necessary and so desired by both parties. Death or dissolution of the parties during the arbitration shall not annul or affect the powers or arbitrations of the arbitrator, or as the case may be, of both arbitrators or the umpire, respectively, or if either of the arbitrators or the umpire shall die before judgment is rendered, a new arbitrator or umpire shall be appointed (by parties, by the Mexican Judicial Authority, or by the Mexican Insurance and Bail Bond Institutions Commission, as the case may be) in substitution.

The expense and costs of the arbitration shall be borne in equal parts by the Company and the Insured. However, each party shall pay the fees of its arbitrator.

The arbitration mentioned in this Clause does not imply acceptance of the claim by the Company. It merely determines the amount of the indemnification, which the Company may eventually be obligated to pay, and the parties remain free to execute any actions and oppose the corresponding exceptions.

19th Clause. Maximum Limit of Liability

It is strictly agreed to and understood that the Company will not be responsible for any losses above the sum Insured indicated for each coverage under this Policy.

20th Clause. Jurisdiction

In the event of a dispute between the Company and the Insured, the complaining party shall appear before the National Insurance and Bond Commission at its main office or at branch office under the terms of Article 276 of the Law of Institutions of Insurance and Bonds. If said organization is not designated as the arbitrator, the complaining party may appear before the proper court within the Republic of Mexico.

21st Clause. Communication to the Insurer

Any declaration or communication related to the present Policy should be sent to the Company, in writing, to its main address.

22nd Clause. Statute of Limitations

All claims under this Policy must be submitted within two years from the date of the occurrence giving rise thereto and pursuant to the terms of Article 81 of the Insurance Contract Law with the exception of cases stipulated in Article 82 of the same law.

The statute of limitations shall be interrupted not only by ordinary cause, but also by the appointment of arbitration or through initiation of the process set forth in Article 276 of the Law of Institutions of Insurance and Bonds.

23rd Clause. Language

The English text of this Policy is a courtesy translation. The Spanish text contains the official conditions of this contract, and in the event of any conflict, the Spanish text shall prevail.

24th Clause. OFAC

This Contract shall terminate and void if the Insured is a judgment of the trial judge or appear in any of the lists of persons under investigation on charges of Drug Trafficking, Money Laundering, Terrorism and Organized Crime in Homeland or any country in the world with which Mexico has signed international treaties on the subject.

In the event that the Insured obtains final acquittal or ceases to be in the lists mentioned above, the Insurer will rehabilitate the Contract, retroactive for the period that the Insured was exposed, proceed accordingly compensation for any Insured loss, if any occurred in that period.

Also excluded are risks covered by this contract:
If the Insured is convicted by a judgment for Crimes Against Health (Drug Trafficking), Concealment and / or operations with illegal proceeds, Terrorism and / or Organized Crime in Homeland or in any country with which Mexico has signed international treaties relating to the provisions of this paragraph or it is listed on the OFAC list (Office Foreign Assets Control) list or other similar nature.

Article 25. Insurance Contract Law (Ley Sobre el Contrato de Seguro)

If the content of the Policy or any endorsement does not agree with the offer, the Insured can request a redress within the first 30 days from the receipt of the Policy. After such period, the terms and conditions of the Policy and any endorsements are deemed to be accepted by the Insured.

Policy Conditions

This Policy covers the Insured Watercraft for the following risks, only if indicated in the Declarations page of the Policy, and up to the limits of liability stated therein.

Basic Coverage

Liability for Property Damages

Coverage is provided for Property damage that conforms to the applicable legislation regarding civil responsibility under the Republic of Mexico, without exceeding the stated limits for civil liability listed in the Declarations Page or the person who operates the Insured Watercraft with the Insured's consent, resulting from the use and because of such use, causes damage to property that does not belong to the Insured, the operator, their families, nor is under the custody, care or control or of any employees or representatives even if they are not aboard the watercraft. All other causes of damages are excluded.

Liability for Bodily Injury Excluding Occupants of the Insured Watercraft

Coverage is provided for Bodily Injury that conforms to the applicable legislation regarding Civil Liability under the Republic of Mexico, without exceeding the stated limits for civil liability listed in the Declarations Page or the person who operates the Insured Watercraft with the Insured's consent, resulting from the use and because of such use, causes bodily injury or death to a third party, excluding the occupants of the Insured Watercraft. Without exceeding the limits of liability stated in the Declarations Page of this Policy regarding Bodily Injury, the payments made by the Company will be as follows:

a) Medical expenses arising out of first aid.
b) Expenses for the cure and/or burial in such case, of the third party from injury caused by the Insured Watercraft.

c) Legal indemnification that must be paid for death or total or partial paralysis, whether permanent or temporary, that conforms to the legislation applicable under Mexican Law.
d) Expenses and costs caused by the Insured or the pilot for bodily injury to third parties, who are not passengers of the Insured Watercraft, in case of a legal action against them under the Civil Liability Law.

All other causes of damages are excluded.

Additional Coverages

Legal Assistance

When shown as covered on the declarations page of this Policy, this coverage is extended to furnish professional legal protection services required by judicial proceedings filed in the Mexican Republic against the operator of the Insured Watercraft, arising out of the risks covered by the Civil Liability coverage, pursuant to the laws in for in the Mexican Republic, and which pursuant to the law require and allow the presentation of a bond in order to attain the release of the Insured Watercraft and the provisional release of the Insured and/or pilot, who with express or tacit consent, uses the watercraft covered by this Policy, and who as a consequence of said use causes damages or becomes involved in said proceedings, the Company commits to:

The Company agrees to:

a) Negotiate with the consent and cooperation of the Insured and/or his legal representative and/or the pilot, for his/their provisional, conditional preparatory and/or commutative release, as may pertain to the proceeding that has been brought.
b) Negotiate with the consent and aid of the Insured and/or his legal representative and/or operator, for the release of the Insured Watercraft.
c) Transact through a legally established bonding Company authorized to operate in the Mexican Republic, the immediate issuance, without additional cost, of the required bonds, up to the limit of the guarantee applicable to his coverage.
d) Pay all of the expenses, costs, sureties (apart from those of the bond) and/or administrative fines arising out of the proceeding, up to the equivalent of 50% of the limit of the guarantee contracted for under this coverage.

This amount shall be understood to be in addition to the limit of the guarantee applicable to this coverage.

The professional legal services offered by this Section shall be furnished by attorneys designated by the Company, however, in the event that the Insured chooses to contract other attorneys, the professional fees of same shall be covered up to maximum limit equivalent to 60 days of the general minimum wage in force in the Mexican Federal District, converted to USA currency, at the time of the accident. In this case the Company's Liability shall be limited to payment of said fees.

General Clause. Consent - Privacy Notice

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

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

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

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

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

In compliance with Article 202 of the Law on Insurance Institutions and Surety, the contractual documentation and technical notes comprising this insurance product were recorded with the Comisión Nacional de Seguros y Fianzas, as of November 18th 2003, under number CNSF-S0039-0463-2003/CONDUSEF-000653-02.

Chubb Seguros México, S.A.
Av. Paseo de la Reforma No. 250,
Edificio Capital Reforma, Torre Niza, Piso 15,
Col. Juárez, Delegación Cuauhtémoc,
C.P. 06600, Ciudad de México.

Booklet of Basic Rights of the Contracting Parties, Insured and Beneficiaries (Civil Liability Insurance for Tourist Recreational Watercraft)

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

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

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

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

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

Primary policies and procedures which adjusters shall follow:

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

In compliance with Article 202 of the Law on Insurance Institutions and Surety, the contractual documentation and technical notes comprising this insurance product were recorded with the Comisión Nacional de Seguros y Fianzas, as of November 18th 2003, under number CNSF-S0039-0463-2003/CONDUSEF-000653-02.

Chubb Seguros México, S.A.
Av. Paseo de la Reforma No. 250,
Edificio Capital Reforma, Torre Niza, Piso 15,
Col. Juárez, Delegación Cuauhtémoc,
C.P. 06600, Ciudad de México.

Contacto

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

Tel.: 01 800 223 2001

Chubb. Insured.[SM]