

#### MAIN COVERAGES AND MAXIMUM LIMITS

| Coverages   | Maximum Limits*  |
|---|--|
| Accidental death  | \$250,000 MN   |
| Repatriation and/or accidental death services                     | \$100,000 MN   |
| Direct payment and/or reimbursement for accident and/or illness   | \$200,000 MN   |
| Transfer and stay of an accompanying person                       | Economy class ticket and<br>accommodation<br>up to \$2,000 MN per day (up to 8 days) |
| Hotel expenses for convalescence                                  | 8 days up to \$2,000 MN per day  |
| Online physician/ Telephone medical advice                        | Including  |
| Baggage delay from 8 hours  | \$10,000 MN  |
| Permanent loss or damage to checked baggage                       | \$10,000 MN  |
| Trip cancellation and interruption                                | \$20,000 MN  |
| Travel delay (transfer, lodging and food)<br>Applies from 8 hours | \$10,000 MN  |

\*The maximum limits are expressed in local currency (MN).

- ✓ **Territoriality:** Mexican Territory
- ✓ Insured: Volaris Passenger
- Beginning and termination of coverage: Coverage applies 24 hours prior to departure date and ends 24 hours after arrival at destination.
  - In the case of Trip Cancellation coverage, it applies from the purchase of the product.
- ✓ These maximum limits apply per Insured. In case of accidental death, payment will be made by legal succession.

**"Volaris travel backup"** can be purchased independently or as a complement to **"Volaris baggage backup"**. In case of purchasing both programs, the highest maximum limit contracted for indemnity will be applied.

#### DOCUMENTS REQUIRED TO CLAIM ANY CLAIM

- Art. 492:
  - Know your customer format.
  - o Current official identification with legible photograph (INE, passport or passport).
  - CURP or RFC.
  - Proof of address (not more than 1 month old)
- Claim form.



- Copy of a debit account statement (no more than 1 month old)
- Flight Itinerary (Boarding Pass or Itinerary Voucher).

#### ADDITIONAL DOCUMENTS TO CLAIM ACCORDING TO COVERAGE

#### Accidental death

All documentation must be delivered in original at the facilities of Seguros Atlas S.A. (Paseo de los Tamarindos No. 60 PB Col. Bosques de las Lomas CP. 05120, CDMX, Mexico, from 08:00 - 17:00 hrs. Monday - Thursday / Friday from 8:00 - 15:30 hrs.) in the Travel Insurance Area.

- Death Certificate.
- Probate Estate including Official Identification and Birth Certificate.
- Certified copy of the Averiguación previa or copy of the investigation file.
- Record of the facts of the municipal authority or local police when there is no Public Prosecutor's Office.

#### Repatriation and/or accidental death services

Please send legible and visible copies or photos of:

- Death Certificate.
- Proof of Expenses incurred by attaching Tickets / Invoices / Receipts / Statement Charges that credit them and match the expenses claimed.

#### Direct payment and/or reimbursement for accident and/or illness

Please send legible and visible copies or photos of:

- Medical Opinion / Studies / Laboratory Tests / Ultrasounds / X-Rays / Complete Medical History.
- Proof of expenses incurred attaching supporting Prescription Drugs / Tickets / Invoices / Bills / Receipts / Statement Charges.

#### Baggage delay from 8 hours

Please send legible and visible copies or photos of:

- Baggage Irregularity Report.
- Proof of documentation from the commercial carrier or lodging company you contracted.
- Proof of compensation from the commercial carrier or lodging company.
- Proofs of expenses incurred mentioning each item by reason for the delay. Tickets / Invoices / Receipts / Statement Charges that support them.

#### Permanent loss or damage to checked baggage

Please send legible and visible copies or photos of:

- Baggage Irregularity Report.
- "Bag Tag" (tags attached to checked baggage) on both sides.
- Proof of documentation from the commercial carrier or lodging company you contracted.
- Proof of indemnification from the commercial carrier or lodging company you contracted with.
- Proof of the existence of the goods (such as tickets, receipts, invoices, charges on a bank or departmental statement).
- List of articles carried in the luggage, specifying model, brand and approximate amount.
- Photos of luggage damage.

#### Trip Cancellation

Please send legible and visible copies or photos of:

- No Boarding / No Show Document.
- Total trip cancellation documents.
- Document evidencing the inability to travel in accordance with the General Conditions of the Policy, and in case of presenting a Medical Report, it must include: (Full name of the issuing Physician, Professional License, Telephone and E-mail)
- Proof of Expenses incurred by attaching Tickets / Invoices / Receipts / Statement Charges that credit them and match the expenses claimed.

#### **Trip Interruption**

Please send legible and visible copies or photos of:

- Travel Itinerary and/or Reservation The initially contracted (Origin Destination Origin) that are claimed, attaching support that proves the payment (Invoice /Ticket/ Account Statement).
- New Travel Itinerary, attaching the support that accredits the reimbursement (Invoice / Ticket / Statement of Account).
- Support of offsets, indemnities, electronic credits and/or reschedules that prove that they have not been left open and/or their rejection of alternatives.
- Document that accredits the Interruption in accordance with the General Conditions of the Policy, and in case of presenting a Medical Opinion, it must include: (Full name of the issuing Physician, Professional License, Telephone and E-mail).
- Proof of Unused Expenditures by attaching Tickets / Invoices / Receipts / Statement Charges that credit them and tie them to the claimed expenses.

#### Travel delay

Please send legible and visible copies or photos of:

- Report with the Means of Transportation for Travel Delay.
- Support of Compensations, indemnifications, electronic credits and/or initial rescheduling that prove that they have not been opened and/or their rejection of the alternatives provided.
- Travel Reprogramming Itinerary, attaching support that proves the payment (Invoice / Ticket / Statement of Account).
- Proof of the expenses incurred mentioning each concept by reason of the delay (Hotel / Food / Transportation Airport Hotel Airport / Airline Tickets attaching Tickets / Invoices / Receipts / Charges in the Statement of Account that credit them and tie them with the claimed expenses.

For your convenience we offer you our **BackupBot:** 56 1652 2139 which will allow you to enter your Volaris Reservation Number to consult:

- Coverage and Maximum limits by product
- Product Frequently Asked Questions
- Claim forms in the event of an incident
- Certificate of Insurance
- Immediate attention with the insurance company

If you have additional questions or require assistance during your trip, please do not hesitate to contact our customer service team at **800 283 3490** at **Seguros Atlas**.

The content of this material is for information purposes only, the products are governed by the applicable contractual and legal conditions. For more details on coverage and exclusions, please refer to the General Conditions.



The "Volaris travel backup" product is an insurance issued, operated and guaranteed by Seguros Atlas S.A., who is responsible for it, acting as intermediary Lockton México, Agente de Seguros y de Fianzas, S.A. of C.V.; in accordance with the Regulations of Insurance and Bond Agents of Mexico; distributed and offered by Concesionaria Vuela Compañía de Aviación S.A.P.I. of C.V. Consult terms, exclusions and general conditions of the product.

In accordance with the Federal Law on Protection of Personal Data Possessed by Private Parties, I am aware that my personal data will be processed by **Seguros** Atlas S.A., who is responsible for them, in accordance with the provisions of its Privacy Notice that is It is available at: <u>https://www.segurosatlas.com.mx/AvisoPrivacidad.html</u>

The contractual documentation and the technical note that make up this product are the responsibility of **Seguros Atlas S.A.**, who has obtained their registration before the National Insurance and Bonding Commission in Mexico, as of May 2, 2022, with the number PPAQ-S0023-0074-2021./CONDUSEF-005161-03. The person responsible for the text, offer and content hereof is **Seguros Atlas S.A.** 





# General Conditions of the Multiplan Travel Insurance Policy

FF-408-PDF/05-2022



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#### **DEFINITIONS.**

**Abuse of trust.** - Criminal act by which a person, to the detriment of someone else, disposes for himself or for another, of any movable thing belonging to another person of which the possession has been transferred to him.

**Accident. -** Sudden, fortuitous and violent event of an external cause, beyond the Insured's control and which directly causes bodily injury or death.

**Criminal Action.** - Any act or fact performed, participated or co-participated in by the Insured and which is punishable under the laws of the country where he/she is located.

**Travel companion.** - Any person accompanying the Insured on the trip, who is registered in the same reservation of the insured trip and to whom the insurance benefits to be applied are extended.

**Assault.** - The use of violence upon a person for the purpose of causing harm, obtaining gain, or demanding consent for any purpose.

**Insured.** - Individual or legal entity whose insurance proposal has been accepted by the Company under the terms of this policy, based on the data and information provided by the Company, who is entitled to claim the services, payments or benefits of this policy, and who shall be identified on the title page of this policy.

**Beneficiary.** - The person or persons designated by the Insured Party or in the succession of the Insured Party, as holders of the right of indemnity.

**Contracting Party.** - Individual or legal entity that enters into the insurance contract for itself or for third parties, and is responsible for the payment of the premium.

**Company.** - Seguros Atlas S.A., issuer of the insurance contract, hereinafter referred to as "the Company", which in its capacity as insurer and through the obligation of the Insured or contracting party to pay the premium, assumes the expressly contracted risks, object of this contract, in accordance with these general and special or particular conditions.

**Deductible.** - Amount or percentage agreed upon and established in the policy for each coverage, such amount is the economic participation that will invariably be charged to the Insured Party in case of loss.

Mysterious disappearance. - One that occurs inexplicably or without



apparent cause.

**Declaration of catastrophic zone.** - A situation of emergency, natural disaster or unfortunate event, declared by the government of the state or country, occurring to a community of persons in the face of a serious and imminent exceptional collective risk, which, by its very origin and nature, is inevitable or unforeseeable, and which substantially alters the living conditions of that community and causes serious damage affecting a number of persons and property.

**Disease.** - Any health alteration in the physiological state of the organism that requires medical or surgical treatment.

**Serious Illness.** - Any ailment or injury which temporarily incapacitates the Insured for his/her usual activity or occupation and which requires immediate medical intervention or treatment and/or surgery in a hospital.

**Communicable Disease.** - Any disease that can be transmitted by any means from one organism to another when:

- 1. This medium contains viruses, bacteria, parasites or other organisms or any variation or mutation thereof, whether considered living or not;
- 2. The method of transmission includes transmission by air, transmission by fluids of all kinds, transmission from or to any surface or object, solid, liquid or gaseous, or between organisms; and
- 3. The disease or environment may affect or threaten human health or well-being.
- 4. The Communicable Disease must be recognized by a competent health authority.

**Emergency or medical urgency.** - Sudden alteration of the Insured's state of health, which manifests itself through acute or critical signs and symptoms that endanger his/her life, bodily integrity, a function or the viability of any of his/her organs. The Emergency or medical urgency disappears as soon as the Insured's medical stabilization is achieved.

**Carry-on baggage.** - It is the one carried by the Insured Party during the trip, which is not documented. Including but not limited to: hand bag, briefcase, backpack or suitcase or electronic and/or computer equipment such as cell phones, tablets, laptops, video games.



**Checked baggage.** - It is that which is under the custody of the carrier or tourist service provider, i.e. checked-in baggage with the airline, train, ship, bus, hotel.

**Loss. -** Loss of an insured property, without knowing where it is or not knowing its whereabouts.

**Guarantee.** - Commitment accepted by the Company by virtue of which it assumes responsibility, up to **testipulated limit**, for the economic consequences of a loss. It is also synonymous with coverage.

**Theft.** - Seizure of any of the insured property, without the right and consent of the Insured Party and without violence or intimidation of any kind.

**Indemnity.** - Amount that the Company is contractually obliged to pay in the event of a loss covered in accordance with the particular and general conditions of the contract subscribed. In no case shall the indemnity be greater than the sum insured or the maximum limit of liability contracted and stipulated in the policy or the actual value of the damaged property, as applicable to the coverage affected by the loss, whichever is less.

**Maximum limit of liability.** - This is the limit of the contracted sum insured specified on the title page of the policy and has been chosen by the Insured Party and is not proof of either the existence or the value of the property insured; it only represents the basis for limiting the Company's maximum liability, which in no case shall be greater than the replacement value or actual value of the property.

**Single and Combined Limit (SCL).** - Some coverages operate as Single and Combined Limit (SCL) which means that different risks are covered under a single Sum Insured.

**Means of transportation.** - It is the transportation contracted by the Insured Party to make the insured trip (car, plane, ship, bus or train, all of which are not private).

**Pet.** - A dog or cat owned by the Insured and traveling with the Insured in the designated space in the cabin or in the cargo compartment determined by the commercial carrier. May be extended for service or emotional support animals.

**Means of transportation.** - It is the transportation contracted by the Insured Party to make the insured trip (car, plane, ship, bus or train, all of which are not private).



**Direct payment.** - Process by which the Insured receives care from Physicians, Hospitals and other medical services, such as ambulance, that are in agreement with the Company, with respect to covered medical expenses, and whose payment is made directly by the Company to these providers.

**Grace Period.** -Term granted by the Company to the Contracting Party to cover the amount of the Premium, within which protection is granted under this Insurance Contract, even if the corresponding Premium has not been paid.

**Pillage.** - Robbery or looting carried out with violence taking advantage of carelessness or lack of defense, especially that carried out collectively.

**Insurance policy.** - Document containing the rights and obligations of the parties, the coverages covered by the Company, the particulars that identify the risk, the modifications that occur during the term of the insurance, as well as the maximum limits of liability, premiums and data of the contracting party; its cover page, specifications, general, special and particular conditions, receipts and endorsements, if any, are part of the insurance policy.

**Preexistence (Based on CUSF 4.5.12).** Pre-existing Conditions are considered:

- Those that prior to the conclusion of the contract, the existence of such condition has been declared; or that it is proven by the existence of a medical file where a diagnosis has been made by a legally authorized physician, or by means of laboratory or cabinet tests, or by any other recognized means of diagnosis.
- 2. When the Company has documentary evidence that the Insured has incurred expenses to receive a diagnosis of the condition in question, it may request from the Insured the result of the corresponding diagnosis or, as the case may be, the medical file, in order to decide whether or not the claim is justified; or
- 3. That prior to the execution of the contract, the Insured has made expenses, verifiable by documents, to receive medical treatment for the ailment in question.

**Premium.** - The amount of money that the Contracting Party undertakes to pay to the Company under the terms of the insurance contract, as consideration for the risk assumed by the Company.

Reimbursement. - Action of reimbursing an amount to the Insured Party for the



expenses incurred in the event of an appropriate loss, upon presentation of the corresponding receipts, in terms of these conditions.

**Reservation of the insured trip.** - The travel agency or travel supplier receives the final confirmation of the reservation and respective prices, thus generating the issuance of tickets and/or issuance of service orders (voucher) and the corresponding invoicing. The trip reservation is "firm" when all the amounts of such services have been paid, the date on which the above occurs is defined as the date of reservation of the insured trip.

**Permanent Residence.** - Place where the Insured Party resides permanently, permanent being understood as the lapse of at least 6 (six) continuous months in the same place.

**Robbery with violence.** - Act perpetrated by any person and/or persons who, using violence, steal the insured property, leaving visible signs of violence on the Insured Party.

**Theft without violence.** - Loss of the insured property as a consequence of theft perpetrated by any person or persons, without the use of physical or moral violence of any kind.

**Looting.** - The action of seizing all or most of a certain thing or place, using violence.

#### Travel services. -

- a. Means of transportation: such as transportation services to or from the insured trip destination.
- b. Lodging: places where a person or group of persons are allowed to stay for a fee.
- c. Others: any tourist service included in the trip or travel package purchased by the Insured.

**Loss.** - The occurrence of the eventuality foreseen in the contract, the economic consequences of which are covered by the insurance policy in accordance with the limits of the coverage contracted and paid for.

Sublimit. - Sum Insured that is established within a Sum Insured or principal limit.

Sudden. - Occurring suddenly, without preparation or warning.

**Sum Insured.** - The maximum limit of indemnity payable by the Company in the event of loss or event covered by the policy.



**Terrorism.** - The acts of a person or persons who by themselves or on behalf of someone else, or in connection with any organization or government, carry out activities by force, violence or by the use of any other means for political, religious, ideological, ethnic or of any other nature, intended to overthrow, influence or pressure the government in fact or in law to make a determination or to alter and/or influence and/or produce alarm, fear, terror or anxiety in the population, in a group or section of it or in any sector of the economy.

**UMA** (Unidad de Medida y Actualización). - Economic reference in pesos to determine the amount of the payment of the obligations and assumptions set forth in federal, state and Mexico City laws, as well as in the legal provisions that emanate from all of the above.

**USD (United States Dollar). -** Acronym used to refer to U.S. dollars.

**Replacement value.** - The amount necessary for the acquisition of a new asset of similar kind and capacity.

Actual value. - The actual value of an insured property is understood to be b replacement value, less the corresponding depreciation. It does not include discounts or promotions.

**Trip.** - Is the stay of the Insured Party outside his Permanent Residence for pleasure, studies or business, and his transfer by means of Public and/or Private Transportation from his Permanent Residence to the place of destination, provided that these are separated by a distance of more than 45 (forty-five) kilometers.



#### GENERAL CONDITIONS OF THE TRAVEL INSURANCE POLICY.

#### PRELIMINARY

The Company and the Insured Party have agreed upon the sections, additional coverages and/or special conditions, as well as the sums insured or maximum limits of liability, coinsurance, deductibles and sublimits, which appear on the title page of this policy and/or its specification as contracted. Therefore, if the sections, additional coverages and/or special conditions are not expressly indicated on the title page of the policy and/or its specification, they shall have no validity or legal effectiveness whatsoever, even though they are mentioned and regulated in these general conditions.

The dates and times of commencement and termination of this insurance contract are expressly indicated on the title page of the policy.

These general conditions govern the insurance contract entered into between the parties, and in all matters not provided for herein, the provisions of the Insurance Contract Law shall apply.

#### DEFINITION OF BASIC AND ADDITIONAL COVERAGES

- A) The BASIC COVERAGE is specified on the title page of the policy. Within these general conditions, the following shall be considered as BASIC COVERAGE as specified on the title page of the policy: Trip Cancellation.
- B) As ADDITIONAL OR OPTIONAL COVERAGES shall be considered all those not mentioned in item A) above and which are established on the title page of the policy.
- C) As **ASSISTANCE SERVICES** which are duly specified in these general conditions for each of the sections and on the title page of the policy.

#### CLAUSE 1 SECTIONS AND COVERAGES



#### **BASIC COVERAGE**

#### **SECTION I.** Cancellation of Trip

This coverage operates from the date of purchase of the policy until the time of commencement of the trip for all tourist services purchased and paid for prior to the date of commencement of the insured trip.

In case of cancellation of the trip, prior to its commencement, the Company shall cover, without exceeding the sum insured contracted and stipulated on the title page of the policy, the non-refundable expenses for any transportation, tour, excursion and/or lodging paid that have not been used and that are irrecoverable, provided that proof of final cancellation and of the non-refunded expenses is submitted, based on the conditions established in this contract.

The expenses to be covered, incurred and not reimbursed, shall be supported with the presentation of the invoice(s), voucher(s) and/or receipts issued by application of the conditions of sale of the service provider where the insured trip was purchased, provided that the Insured Party cancels the same before the date of commencement of the insured trip.

#### Risks covered.

The trip cancellation coverage operates for the following causes, which prevent the Insured from taking the trip.

- 1) For the death, accident or serious illness or medical emergency or emergency surgery, or the appearance of an illness not pre-existing at the time of contracting the policy, of:
  - a. The Insured, his/her traveling companion, spouse and/or common-law spouse, of any of his/her ascendants or descendants (parents, children, grandparents, grandchildren or siblings).
  - b. The person in charge of the custody (at the place of residence) of minor children or disabled persons who are direct dependents of the Insured. Provided that there is no other person who can provide the corresponding care.
- 2) Accident of the Insured or family members mentioned in the previous paragraph, involving at least 24 hours of hospitalization or temporary disability during the ten (10) days prior to the trip and after the contracting of



the policy.

- 3) Cancellations resulting from adverse weather. The Insured must first submit his/her claim to the travel agency or travel supplier in accordance with their cancellation policies, as well as inform the Company if he/she has another service provider similar to those offered h e r e i n. Any reimbursement received from the travel agency or travel supplier or other insurer or service provider or any other coverage will be deducted from your claim.
- 4) Strikes affecting public transportation for more than 72 hours, such as to prevent the Insured from making the trip, in which case the Company shall reimburse the cost of the original ticket for the insured trip. The foregoing after submitting the claim to the respective travel agency or travel supplier, in accordance with its cancellation policies, as well as informing the Company if it has another service provider similar to those offered in this document. Any reimbursement you receive from the travel agency or travel supplier or other insurer or service provider or any other coverage will be deducted from your claim.
- 5) Loss or damage to property of the Insured due to fire, explosion, storm, hail, lightning, flood, avalanche, volcanic eruption, earthquake, landslide or crime perpetrated by a third party, if the loss or damage involves an expense such as to prevent the Insured from making the trip or if the presence of the Insured is necessary to evaluate the loss or to follow up legal proceedings.
- 6) Loss of employment of the Insured as a result of a dismissal by the employer; this item is valid for six (6) months from the date of dismissal, subject to the presentation of the corresponding cancellation before the IMSS (Mexican Institute of Social Security) or ISSSTE (Institute of Social Security at the Service of State Workers), or before the social security institute to which the Insured was affiliated.
- 7) The incorporation of the Insured to a new job with an employment contract, which may even be in the same company, and provided that the incorporation takes place after the contracting of the policy and of which the Insured was unaware on the date on which the trip was booked or contracted.
- 8) Geographical transfer of the job that implies a change of the Insured's habitual residence.
- 9) The application of school exams that the Insured must take in order to advance to the following school year and/or to obtain a certificate of studies, if the date of the exam is unexpectedly set with a date within the period of the insured trip.



- 10) The official declaration of a catastrophic zone at the place of residence or at the place of destination of the trip or of transit to the destination, provided that this is the only way to reach the destination. A maximum indemnity amount is established in accordance with the limit of this coverage. You must first submit your claim to the travel agency or travel supplier, in accordance with their cancellation policies, as well as inform the Company if you have another provider of services similar to those offered in this document. Any reimbursement you receive from the travel agency or travel supplier or other insurer or service provider or any other coverage will be deducted from your claim.
- 11) If prior to the beginning of the insured trip and after the policy has been contracted, the pregnancy of the policyholder, or spouse or common-law spouse, presents complications which are supported by the corresponding medical support, in order to avoid immediate risks that threaten the life of the mother and/or the baby. **Complications after the 7th month of pregnancy and those arising from voluntary abortion are excluded.**
- 12) The theft or loss within 48 hours prior to departure of identity documents (passport, visa, official identification) essential for the trip, provided that the measures for their recovery were carried out within 24 hours after the event and there is a report to the corresponding authority.
- 13) By error or omission on the part of the authorities issuing visas and permits for entry to the corresponding destination and which serve as the necessary identity document for the trip at the time of boarding.
- 14) A contraindication to vaccination, the sequela of vaccination or the medical impossibility of following a necessary preventive treatment for your travel destination, provided that this has been diagnosed and documented in a medical opinion prior to travel.
- 15) Due to an accident of the means of transportation or on its way to the airport, dock or port, railroad or bus station, resulting in a delay of more than 2 hours and as a consequence the ticket reserved for its departure is lost, provided that the Insured proves by any electronic or photographic evidence that he/she was unable to avoid the delay, which should be included as support in his/her claim request.
- 16) Cancellation of the Insured's religious or civil marriage ceremony.
- 17) Delivery by adoption of a minor to the Insured, provided that such delivery takes place after the contracting of the policy and of which the Insured was



unaware on the date on which the trip was booked or contracted.

- 18) Judicial summons to appear as defendant, plaintiff, actor, witness or jury of the Insured Party; as well as summons to appear before a criminal authority as plaintiff, probable responsible party or witness. In both cases it shall be imperative that such summons occur subsequent to the contracting of the policy and of which the Insured was unaware on the date on which the trip was booked or contracted.
- 19) Summons for the presentation and/or signing of official documents at the request of Public Administration agencies that the Insured is obliged to attend during the dates of the insured trip, provided that such summons occurs after the contracting of the policy and of which the Insured was not aware on the date on which the reservation or contracting of the trip was made.
- 20) Summons to the Insured to render a medical or public service by the competent local authorities during the dates of the insured trip, provided that such summons occurs subsequent to the contracting of the policy and of which the Insured was not aware on the date on which the trip was booked or contracted.

It should be noted that for items 6, 7, 8 and 9 the coverage may be extended to the Insured's traveling companions as long as they are covered by the same policy.

**SPECIAL CONDITION:** If the Insured Party reschedules the trip reservations due to any cause of the risks covered under this coverage, the Company shall reimburse the additional costs incurred for such rescheduling of the "firm" services originally contracted, without exceeding the sum insured stipulated on the title page of the policy. This condition applies only when the same travel days, lodging, destinations and transportation services contracted with the commercial carrier are maintained; any other additional service or contracting of more travel days or another destination or another commercial carrier different from that of the original rescheduled trip is excluded from all coverage.

In the event that a traveling companion cancels the trip due to any of the risks covered under this coverage, and the Insured decides to make the trip with an extra cost in the price of lodging per person than the one contracted, the Company shall reimburse the Insured for the additional costs generated from the original invoice and prepaid charges for his/her reservation without exceeding the sum insured for lodging during the trip as a result of the change.



PARTICULAR EXCLUSIONS OF THE TRIP CANCELLATION SECTION In addition to what is stipulated in the General Exclusions of these general conditions, it is not covered under this section and/or coverage:

a) All amounts related to tourism concepts, such as tours, excursions, transportation, lodging, among others, after the beginning of the insured trip.

b) If the Insured and/or his/her traveling companion(s) present:

- 1. A medical contraindication to travel or vaccination, except as indicated in item 14 above.
- 2. Attempted suicide or active participation in any criminal act.
- 3. State of drunkenness, drug addiction or being under narcotic drugs not prescribed under the supervision of a physician.
- 4. Legal prohibitions or for being deprived or limited of their freedom by the competent authorities.
- 5. The performance of medical or dental treatments not classified as medical emergencies and rehabilitation treatments of any kind.
- 6. Illnesses or injuries pre-existing the contracting of the policy, including acute flare-ups, which medically prevent the completion of the trip, and provided that the contracting of the policy has been made 48 hours prior to the start of the trip.
- 7. Any situation or eventuality of the Insured or his/her travel companion that does not justify the cancellation of said trip or prevents the completion of said trip.
- c) Any natural phenomenon of an extraordinary nature not officially declared by the competent national and/or international authorities.
- d) The free choice of not wanting to travel.

REIMBURSEMENT OF EXPENSES DUE TO TRIP CANCELLATION



In order for the Company to make and authorize the payment of cancellation expenses or if the special condition of trip rescheduling applies, the Insured must first submit his claim to the travel agency or trip supplier or to the commercial or service carrier, for reimbursement of the cancellation, showing the result of this procedure to the Company.

The Company will reimburse the cancellation expenses not covered by the agency or suppliers, in case of any of the situations described in the covered risks, for which the Company must be provided:

- Invoices or proof of full payment for the trip,
- Proof of indemnification from the commercial carrier and/or travel agency or contracted service provider,
- Proof of cancellation of the trip,
- Identification of the Insured or travel companion, if applicable.
- Insured's report of what happened and
- Any necessary information related to the events occurred to confirm the need to cancel or delay your trip, based on the terms of article 69 of the Insurance Contract Law.

#### ADDITIONAL COVERAGES

#### **SECTION II. Interruption of Trip**

If this section appears as covered on the title page of the policy, it shall be effective from the date of commencement of the trip and shall terminate at the end thereof; in case the Insured Party interrupts the trip before its termination due to any covered risk, the Company shall reimburse the proportional part of the expenses for any transportation and/or lodging which have not been used and which are irrecoverable, having as limit the insured sum specified in the insurance policy for this coverage. Unused unrecoverable expenses incurred shall be supported by the invoice(s), voucher(s) and/or receipts issued by application of the sales conditions of the agency where the insured trip was purchased or of any of the suppliers of the trip.

#### **Risks covered**

The above trip interruption coverage operates for the following causes:



- 1) For the death, accident or medical emergency or the appearance of a disease not pre-existing at the time of contracting the policy, of:
  - a. The Insured or his/her traveling companion, spouse or common-law spouse or any of his/her ascendants or descendants (parents, children, grandparents, grandchildren or siblings).
  - b. The person in charge of the custody (at the place of residence) of minor children or disabled persons who are direct dependents of the Insured. Provided that there is no other person who can provide the corresponding care.
- 2) Adverse weather in the city, town or country of the trip, the Company will reimburse the cost of the return ticket for the insured trip. Any reimbursement you receive from the travel agency or travel supplier or other insurer or service provider or any other coverage will be deducted from your claim.
- Loss or damage to property of the Insured due to fire, explosion, storm, hail, lightning, flood, avalanche, volcanic eruption, earthquake, landslide or crime perpetrated by a third party.
- 4) The official declaration of a disaster area at your travel destination or place of transit to your destination, provided that this is the only way to reach your destination.
- 5) Due to extraordinary natural phenomena such as floods, mudslides, earthquakes, volcanic eruptions or cyclonic storms, hurricanes, stm surges, tidal waves or landslides in the vacation center. The Company shall reimburse the cost of lodging and services previously contracted and paid for the insured trip up to alimit of 50% of the contracted sum insured and which are not reimbursed by the travel agency, trip supplier or commercial carrier where the insured trip was contracted.

#### PARTICULAR EXCLUSIONS OF THE TRIP INTERRUPTION SECTION

In addition to what is stipulated in the General Exclusions of these general conditions, it is not covered under this section and/or coverage:

- a) The performance of dental treatments not classified as medical emergencies and rehabilitation treatments of any kind.
- b) Treatment of non-urgent or emergency illnesses or injuries that



require treatment or care at that time and that medically prevent the continuation of the trip.

- c) The free choice of not wanting to continue with the trip.
- d) Any situation or eventuality that does not justify its interruption or does not prevent the continuation of the trip by the Insured or his/her insured travel companion(s).
- e) Tourist services purchased after the date of commencement of the insured trip.

#### REIMBURSEMENT OF TRAVEL INTERRUPTION EXPENSES

In order for the Company to be able to make and authorize the payment of nonrefundable expenses for trip interruption, the Insured must first submit his claim to the travel agency or travel supplier or commercial or service carrier, the reimbursement for his interruption, showing the result of this procedure to the Company.

The Company will reimburse the expenses of the interruption not covered by the travel agency or suppliers, in case of any of the situations described in the covered risks, for which the Company must be provided:

- Invoices or proof of full payment for the trip,
- Receipts of indemnification from the commercial carrier and/or travel agency or contracted service provider,
- Identification of the Insured or of the travel companion, if applicable
- Insured's report of what happened and
- Any information necessary related to the events occurred to confirm the need to cancel or delay your trip, based on the terms of article 69 of the Insurance Contract Law.

#### SECTION III. Baggage

If appears as covered on the title page of the policy, the Company covers, without exceeding the sum insured contracted and established on the title page of the policy, for total loss or delay or damage of checked baggage during the insured trips. This coverage begins to operate as from the registration or "check-in", that is to say, when the luggage is checked in with the commercial air, land or sea transportation



company and/or the lodging supplier, on the day of the beginning of the insured trip, and ends when the Insured arrives at his destination and is in charge of his luggage.

#### Risks covered

Properly documented baggage is covered up to the total sum insured established on the title page of the policy for the following risks:

#### a) Permanent loss or damage of checked baggage.

An additional indemnity in addition to that paid by the commercial air, land or sea transportation company and/or the lodging provider will be granted to, due to the definitive loss or damage of the luggage, in accordance with the following:

If the Insured should suffer the definitive loss or damage of the registered luggage during its transportation by the commercial transportation company and/or the lodging provider, the payment to the Insured shall be coordinated with the amounts established in the policy where the contracted insured sums are indicated.

For the fulfillment of this benefit it is indispensable that:

- 1. The luggage has been permanently lost or damaged in transit and during the regular transfer of the commercial carrier and/or custody of the lodging provider.
- 2. The baggage has been registered and checked in by the commercial carrier and/or the accommodation provider.
- 3. The commercial carrier and/or accommodation provider has acknowledged in writing the definitive loss of or damage to the baggage.

It is necessary to provide copies of receipts, invoices, vouchers of the articles that make up your luggage or the amount or appraisal certified by an authority, in case of not having these documents, only up to 75% of their current market value and up to the limit of the insured sum stipulated on the title page or specification of the policy will be covered.

#### b) Baggage delay

If this coverage appears as covered on the title page of the policy, the Company shall cover the Insured up to the total sum insured contracted, by means of reimbursement of the expenses incurred due to a delay of 8 hours or more in the delivery of his/her checked baggage. Only basic necessities such as clothing, medicines and personal hygiene items are covered.



Expenses incurred must be supported with a copy of the invoice(s), voucher(s) for the items purchased, documents supporting baggage delay, and the commercial carrier's reporting document. Such vouchers are subject to articles of clothing, medication and toiletries.

#### Important:

- 1. As soon as notices that his/her luggage is missing, the Insured shall go to the counter of the commercial carrier or to the person in charge thereof within the terminal or premises where the luggage arrives.
- 2. Obtain and complete the form provided by the commercial carrier stating and endorsing the full 8 hours of baggage delay.
- 3. Before leaving the terminal or commercial carrier's premises, it is necessary to contact the Company to report the delay of the baggage.

#### SPECIAL COVERAGES

At the request of the Insured Party, the following risks may be covered by means of an express agreement under optional endorsements and by means of an additional premium charge, which must be specified on the title page of the policy under the terms of the corresponding endorsements.

#### c) Theft of hand luggage

The Company shall indemnify the Insured up to the total amount of the insured sum contracted and specified in the policy, in case of theft of hand luggage, including electronic and/or computer equipment, electronic devices identified as "gadgets", "wearables", "pocket" and their accessories such as cell phones, tablets, laptops, video games, among others, in the Insured's hand luggage.

It is necessary to provide copies of receipts, invoices, receipts of the items that make up your luggage or the amount or appraisal certified by an authority, in case of not having these documents will be covered only up to 50% of its current market value.

#### d) Looting of checked baggage

In case of looting or plundering of valuables contained within the registered luggage owned by the Insured, provided that such luggage is in the custody of the commercial carrier and/or lodging supplier and the latter has issued to the Insured the corresponding receipt for such luggage. The Company by means of reimbursement shall indemnify the Insured up to the total sum insured contracted for this coverage and specified in the title page of the policy.



#### e) Sports equipment

In case of total loss or damage to the sports equipment owned by the Insured, provided that it is under the custody of the commercial transportation company and/or lodging supplier and the latter has issued to the Insured the corresponding receipt for such luggage; it must be reported within a period not exceeding 24 hours as from the arrival at the destination. The Company by means of reimbursement shall indemnify the Insured up to the total sum insured contracted for this coverage and specified in the title page of the policy. It is necessary to provide copies of receipts, invoices, vouchers of the articles that make up your equipment or the amount or appraisal certified by an authority, **in case of not having these documents, only up to 50% of their current market value will be covered.** 

#### Deductible

In each claim for loss or material damage to valuables covered under these coverages, the Insured shall always be charged the deductible stipulated in the specification of the policy.

#### Sum Insured

For the purposes of this section, the sum insured stipulated on the title page of the policy operates as follows:

- i. Items lost or destroyed. At the actual value of the property at the date of loss with a limit on the sum insured contracted and stipulated on the title page of the policy.
- ii. Damaged articles. The cost of repairing these, with a maximum limit on the actual value of the goods at the time of the loss .
- iii. Photos, film, video, audio and data. The value of the affected material without considering its contents, nor the consequential losses resulting from the damage, the maximum limit being the actual value of the property at the time of loss. Video and/or photographic equipment and accessories transported as checked baggage are not covered.
- iv. Valuable objects. They are covered up to 50% of the sum insured, with a maximum limit of the actual value of the property at the time of loss. Valuables are jewelry, watches, precious metal objects, furs, paintings, art objects, silver and precious metal jewelry, electronic devices identified as "gadgets", "wearables", "pocket" and their accessories, cellular phones and their accessories, cameras and accessories for photography and video, radio,



sound or image reproduction, as well as their accessories, models and remotecontrolled accessories, rifles, hunting shotguns, as well as their optical accessories, musical instruments and medical devices. Jewelry and furs are only guaranteed against theft and only when deposited in the safe deposit box of the lodging service provider or carried by the Insured Party. In the event of having contracted the special coverage d) Looting of registered luggage, which covers these objects up to the limit of the sum insured stipulated in the specification of the policy.

v. Souvenirs are insured up to 30% of the sum insured for this coverage, with a maximum limit of the actual value of the property at the time of loss.

The Insured Party shall submit to the Company the evidence requested by the Company in terms of Article 69 of the Insurance Contract Law.

#### SPECIAL EXCLUSIONS FROM THE BAGGAGE SECTION

In addition to what is stipulated in the General Exclusions of these general conditions, it is not covered under this section and/or coverages:

- a) Goods and material for professional use, currency, bank bills, travel tickets, stamp collections, securities of any kind, identity documents and in general, all documents and securities on paper, credit cards, tapes, discs and or data carriers or with memory, documents recorded on magnetic strips or filmed, collections and material of a professional nature, prostheses, animals, plants, false teeth or dental bridges, sports equipment, art objects, baggage not registered with the commercial carrier, except in the case of carry-on baggage, in accordance with item c) Theft of carry-on baggage or sports equipment in accordance with item e) Sports equipment of this section.
- b) Any valuables and/or electronic and/or computer equipment, electronic devices identified as "gadgets", "wearables", "pocket" and their accessories such as cell phones, tablets, laptops, camera video games and/or electronic equipment, unless theft of carry-on baggage (c) of this section is contracted and provided that it is carried as carry-on baggage.
- c) Any valuables and/or electronic and/or computer equipment, electronic devices identified as "gadgets", "wearables", "pocket" or pocket and their accessories such as cell phones, tablets,



laptops, camera video games and/or electronic equipment that is transported as checked baggage. Except if you have contracted item d) Looting of checked baggage of this section.

- d) In no event shall the Company be liable for total or partial loss and/or damage to the contents of the checked baggage. Except in the event that the Company has contracted item d) Looting of checked baggage of this section.
- e) Any type of theft without violence, loss or delay of the baggage if it is not in the custody of the commercial carrier and/or lodging provider. This exclusion does not apply to item c) Theft of carry-on baggage of this section.
- f) Loss, misplacement or forgetfulness, theft without violence and delay of baggage caused by any kind of negligence of the Insured.
- g) Any type of motor vehicles or devices, as well as their complements and accessories.
- h) The delay of baggage when it occurs on the return trip to the Insured's permanent place of residence.
- i) Baggage delayed for less than 8 hours after arrival.
- j) Aesthetic damage to checked baggage.
- k) Claims after the times stipulated in items d) Looting of checked baggage and e) Sports equipment when the Insured arrived at his destination.
- I) Baggage when it has been sent as freight or courier.
- m) Articles that are presumed to be for resale and/or trade, unless there is evidence to the contrary and that are not for personal use.
- n) Confiscation or detention by customs or other authority.



#### **BAGGAGE REIMBURSEMENT**

In order for the Company to reimburse the expenses, the Insured must first submit his claim to the commercial carrier or the lodging or trip provider for the situation presented.

The Company shall indemnify the Insured in the event of any of the situations described in the covered risks of the baggage coverage, for which the Insured shall be provided:

- Copies of invoices, or receipts or proof of ticket, ticket or card of access to transportation and of the safeguarding of the luggage by the transportation company and/or the lodging provider.
- Provide copies of receipts, invoices, vouchers of the items that make up the baggage that is permanently lost, damaged or misplaced.
- Proof of payment by the commercial transportation company and/or lodging supplier to the Insured Party, showing the Insured Party's response to the event.
- The document proving the report of the loss or damage or theft or loss of the baggage to the corresponding authority.
- Identification of the Insured or travel companion, if applicable.
- Insured's report of what happened and

Any necessary information related to the events occurred to confirm the loss of your luggage, based on the terms of article 69 of the Law on Insurance Contracts.

#### **SECTION IV. Accidental Death.**

#### a) Accidental death.

If as a consequence of an accident suffered by the Insured Party during the covered trip, and within ninety (90) calendar days following the date thereof, the death of said Insured Party occurs, the Company shall pay the amount of the sum insured contracted to the designated Beneficiaries, or lack thereof, to the legal succession of the Insured Party.

The minimum age of acceptance for this benefit will be 12 years old.

Beneficiaries: For this coverage, the natural beneficiaries of the Insured



are considered to be the Insured's spouse and children, or in the absence of the aforementioned, the Insured's parents; in the absence of the aforementioned, the Insured's legal succession.

Insureds over 12 years of age have the right to change Beneficiaries by notifying the Company in writing of the designation.

The Company shall pay the last designated Beneficiary known to it, and shall be released from its obligations under this insurance contract.

#### Reimbursement of funeral expenses.

If during the term of the policy, as a direct consequence of a covered accident and within ninety (90) days following the date thereof, the death of the Insured should occur, the Company shall reimburse to the persons designated in the Beneficiaries clause, upon proof, the expenses incurred for burial or cremation, for transportation of the corpse or ashes to the place designated by the beneficiary, up to the total amount of the sum insured with a maximum of 12 UMAS.

The minimum and maximum age of acceptance for this benefit will be from 0 to 11 years and 364 days.

**Beneficiaries:** For this coverage, the parents, guardians or in their absence the grandparents of the minors will be considered as beneficiaries.

#### PARTICULAR EXCLUSIONS OF THE ACCIDENTAL DEATH SECTION. This coverage does not cover the accidental death of the Insured, occurring or caused by any of the following causes:

- a) As a consequence of a traffic accident not reported to the authorities.
- b) Due to fault or accident when under the influence of alcohol, drugs, psychoactives, enervating agents, stimulants, sedatives, depressants, antidepressants and psychedelics, except when these have been ingested by medical prescription.
- c) Mental illnesses or deficiencies, personality disorders, even those resulting mediately or immediately from the covered injuries.
- d) Injuries due to infection, poisoning or inhalation of fumes, gases,



except when it is proven that it was the result of an accident.

- e) Injuries intentionally caused by the Insured Party or suicide or attempted suicide, voluntary mutilation, even when committed in a state of mental derangement, or due to the ingestion of toxic substances, narcotics or medications acquired without medical prescription, as well as homicide derived from the direct participation of the Insured Party or due to his active collaboration in criminal acts.
- f) Accidents, injuries or death occurring when the Insured is a pilot, mechanic or crew member of an air, sea or land line, or on board any type of aircraft, vessel or land transportation, other than that of a concessioned public passenger transportation company on a route normally established and subject to regular itineraries.
- g) Accidents, injuries or death of the Insured when the Insured is an occupant or driver of an automobile or any other vehicle in races, trials or contests of safety, endurance or speed. This exclusion does not apply if the Insured was a spectator.
- h) Injuries sustained in military service of any kind, in fights when the Insured Party is the instigator, acts of rebellion, crime, insurrection or violent demonstrations in which the Insured Party directly participates.
- i) Injuries sustained by the Insured Party while engaged in parachuting, diving, American soccer, mountaineering, mountaineering, boxing, wrestling, charrería, skiing, bullfighting, aerial sports, martial arts, horseback riding, speleology, rugby and rappel, whether amateur or professional.
- j) Pre-existing illnesses at the time the policy was taken out.
- k) When the Insured rides a motorcycle as driver or passenger.
- I) Total and permanent disability resulting from any illness and/or accident.



## SECTION V. Medical Expenses for Accident or Illness (Direct Payment and/or reimbursement for accident and/or illness)

The Company covers medical expenses in case of accident or serious illness or medical emergency or emergency surgery, or the occurrence of an illness not pre-existing the Insured's policy that occurs during the trip insured under this policy, without exceeding the sum insured contracted and established on the title page of the policy, which operates as a single and combined limit (LUC) with the exception of funeral repatriation.

In the event of granting a sub-limit of the sum insured in any of the coverages of this section, it shall be understood that **this amount is part of the sum insured contracted and is not additional**.

Expenses incurred for medical services during an insured trip shall be covered preferably as direct payment to the service provider in agreement with the Company, otherwise and only for an emergency, the payment shall be covered by reimbursement to the Insured upon presentation of the required invoice(s), voucher(s) and/or receipts.

The relationship between the Insured covered under this coverage and the medical providers is at the Insured's own risk, for which reason the Company **assumes no responsibility whatsoever for the service received or payment of damages.** 

Covered up to the limit or sub-limit of each medical service paid for:

#### A. Emergency medical transfer.

In the event that during the insured trip a medical emergency should arise due to illness or accident requiring the hospitalization of the Insured, this coverage covers the transfer of the Insured from the place where he/she is during the trip to the nearest hospital center and his/her return to the place of lodging (including the use of public transportation), using the most adequate means of transportation according to the circumstances of the case.

The transfer shall be made under the conditions agreed upon by the Company's physician in coordination with the attending physician. The maximum amount to be reimbursed for medical expenses incurred is the contracted sum insured as stated on the title page of the policy.

#### B. Medical and hospitalization expenses for medical emergencies.



Expenses for medical treatment required during the insured trip and paid by doctor's order are covered. Included is the cost of:

- Treatment of patients for medical emergencies, up to the contracted sum insured and established on the title page of the policy, if required, including hospital admission and surgical interventions, hospital room and operating room stays, intensive care, medications, laboratory and cabinet studies, oxygen and transfusions, prostheses, rental of equipment, supplies or hospital supplies. As well as medical and nursing fees.
- 2. In case of premature birth, the cost of treatment required by the newborn up to the contracted sum insured and established on the title page of the policy. The foregoing applies in cases in which the insured trip is made without prior complications in the pregnancy. Excluded are deliveries, cesarean sections and/or complications of childbirth after the 7th month of pregnancy.
- 3. If during the insured trip the pregnancy develops complications, the required medical treatment is covered, up to the contracted sum insured and established on the title page of the policy, in order to avoid immediate risks that threaten the life of the mother and/or the baby. Complications after the 7th month of pregnancy and those arising from voluntary abortion are excluded.
- 4. Assistive devices such as walking aids, wheelchair rental, oxygen if required for the first time due to an accident or illness occurring during the insured trip and prescribed by a physician, up to the limit of the contracted sum insured. This amount is a sub-limit of the contracted sum insured and is therefore included in the sum insured.
- 5. In the case of medical emergencies due to pre-existing illnesses, only the first medical attention to stabilize the patient and enable him to continue with his treatment at his usual home will be paid, being a sublimit of the contracted sum insured, and is therefore included in the sum insured.

#### C. Transfer and stay of a companion of the Insured.

In the event that the Insured should travel unaccompanied and be hospitalized for more than five (5) continuous days, as a consequence of any ailment or illness not excluded in these general conditions, the Company shall reimburse



the cost of a round t r i p economy class air ticket, as well as the expenses of a hotel stay for the companion designated by the Insured, up to the maximum limit of liability contracted and established on the title page and/or specification of the policy.

Important: It is indispensable that the Insured, if his health permits, or a relative or representative of the Insured, notify the Company of this situation without exceeding the term established in the clause Obligations of the Insured.

Hotel expenses are understood to be exclusively for simple lodging, without considering supermarket expenses, convenience stores, food ordered through an application or digital platform, alcoholic beverages, laundry, telephone calls, transportation, Internet access, personal expenses, among others. (The above is an enunciative, but not limiting, list).

#### D. Hotel expenses for convalescence.

Lodging services for convalescence of the Insured shall apply when, due to accident or illness, the Insured has been admitted to a hospital and requires an extended stay as prescribed by the attending physician, and such stay has been accepted and authorized by the Company. This service shall be subject to a maximum amount determined by the plan and package contracted in the policy.

This service shall not exceed the maximum contracted limit and the calendar days indicated in the description of the contracted plan and established in the policy and per Insured Party. This amount is a sub-limit of the contracted sum insured, and is therefore included in the sum insured.

Important: Hotel expenses are understood to be exclusively for simple lodging, without considering supermarket expenses, convenience stores, food ordered through an application or digital platform, alcoholic beverages, laundry, telephone calls, transportation, Internet access, personal expenses, among others. (The above is an enunciative, but not limiting, list).

#### E. Repatriation and/or accidental death services.

In case of accidental death of one of the Insured during the trip, the Company shall make the necessary arrangements for the transportation or repatriation of the corpse and shall cover the transportation expenses up to the time of burial. At the request of the bereaved, the Company shall cover burial at the place of death or the transfer of ashes to the place of permanent residence of the



Insured Party.

The Company shall pay the transportation expenses of the Insured companions to their respective domicile or to the place of burial, provided that such transportation cannot be carried out by the means of transportation provided for the purpose of the trip.

In the event that the deceased Insured had traveled without an adult companion and the competent local authorities require a relative or representative, the Company shall cover the payment of a round trip economy class ticket for a relative, by the most convenient means of transportation, from his/her place of residence to the place of death.

The contracted sum insured is the one established on the title page or specification of the policy.

## PARTICULAR EXCLUSIONS OF MEDICAL EXPENSES DUE TO ACCIDENT OR ILLNESS:

The insurance policy shall in no case cover expenses arising from any of the events mentioned below:

- a) If the illness is of previous origin and symptomatic manifestation "pre-existing" at the beginning of the term of the insurance contracted by the Insured Party, as well as its consequences and aggravations. Except in the case specified in item B point 5 of this section.
- b) Conditions, injuries and their consequences or complications resulting from treatments due to care not provided by medical professionals in the field.
- c) Any replacement and/or repair of prosthesis or orthosis, orthopedic articles, hearing aids, eyeglasses and contact lenses.
- d) For illnesses derived from chronic conditions or diagnosed prior to the trip, as long as they are not medically controlled, in case of emergency only the first expense to stabilize the patient will be reimbursed.



- e) Transplants of any type of organs or tissues .
- f) Mental illness, psychiatric disorders, depression or any type of mental or nervous illness.
- g) Medical or hospital expenses incurred without a doctor's prescription.
- h) Routine medical check-ups or examinations, i.e. medical expenses without a report of a covered illness or accident.
- i) Rehabilitation treatment or physical recovery therapy not derived from medical care provided during the trip.
- j) Sexually transmitted diseases (STDs).
- k) Arterial hypertension and all its consequences and derivations, as well as blood pressure controls.
- I) Injuries resulting from surgery or medical treatment not caused by covered medical care provided during the trip.
- m) Any additional expense not related to medical treatment such as: tissues, hairdresser, body lotions, creams and cosmetics, companion food, safe deposit box, bail bonds, candy store, parking, florist, telephone service, entertainment service rental, television control, bookstore service, newspapers, restaurant and cafeteria service. (The above is an enunciative, but not limiting list).
- n) If the destination to which you are traveling has travel alerts for health, safety, weather conditions, among others, issued by local or international authorities.

#### **SECTION VII. Delay of travel**

If this section appears as contracted and without exceeding the sum insured established on the title page of the policy, the Company shall indemnify via reimbursement, the additional expenses incurred by the Insured Party as a result of the delay of the scheduled trip, provided that he/she is not in his/her permanent place



of residence at the time of loss.

The expenses incurred by the Insured shall be supported by the presentation of the delayed commercial carrier's ticket, invoice(s), voucher(s) and/or receipts required according to the covered risks specified in this section.

The above-mentioned coverage for trip delay, operates as long as the Insured Party is away from his/her usual place of residence, and for the following causes:

- a) Delay in the departure of the means of transportation. This coverage operates in case the means of public transportation chosen by the Insured Party to carry out the insured trip is delayed for more than 8 hours with respect to the scheduled departure time, the Company shall indemnify via reimbursement the amount of expenses incurred by the Insured Party for food after 3 hours or more of delay, ground transportation (airport-hotel-airport) and hotel expenses after 8 hours of delay, up to the limit of the sum insured contracted for this coverage specified on the title page of the policy.
- b) Common carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the commercial carrier on which the Insured was scheduled to travel, or organized strikes affecting public transportation for more than 72 hours, in which case the Company will reimburse the cost of the return ticket to the Insured's usual place of residence, provided such Insured has registered and documented to board within the time established by the commercial carrier.
- c) Loss of the means of transportation due to complications "en route" that prevent the Insured from arriving in time at the airport, port, railroad or bus station to carry out the scheduled trip. Provided that the accident and/or complication en route is proven and the Insured is unable to avoid the delay. The Company shall cover the corresponding charges of the means of transportation to reschedule the trip. The Company shall additionally cover hotel expenses, food and transportation costs incurred by the Insured Party, only if the rescheduling of the trip implies a delay of 8 hours or more with respect to the original plan.
- d) Trip delay due to overbooking. This coverage operates in the event that the commercial transportation company exceeds the number of seat reservations of those actually available in the means of transportation contracted and as a consequence, the scheduled trip is delayed for more than 8 hours with respect to the scheduled departure time, in which case the Company indemnifies the amount of expenses incurred by the Insured Party for



food and transportation costs (as from 3 hours of delay) and hotel expenses (as from 8 hours of delay), up to the limit of the sum insured contracted for this coverage specified on the title page of the policy.

- e) Excursions or tours. This coverage operates if the Insured is temporarily unable to continue with the scheduled itinerary as a consequence of a risk covered in the Travel Delay section of these general conditions. The Company only covers the travel expenses incurred for the Insured to reach the group that makes up the corresponding excursion or tour, or the cost not reimbursed by the service provider.
- f) In the event that the Insured misses the originally scheduled departure of his/her cruise due to a delay of the connecting flight for more than 3 hours, the Company shall pay for a one-way economy class ticket, subject to the exclusions specified in this service, one-way only, from the port of embarkation to the next port of stop of the contracted cruise.
- g) In case of cancellation of the flight or trip by the commercial carrier and the latter does not provide any alternative or indemnity, lodging, food, transportation (airport-hotel-airport) and/or new economy class airline ticket shall be covered up to the limit of the sum insured, provided that the insured is not in his/her permanent place of residence up to the sum insured stipulated on the title page of the policy.
- h) Connecting flights, in case the Insured misses the connecting flight either with the same commercial airline and/or with a different one, the Company shall reimburse the cost of the ticket of the missed flight, provided that such connecting flight has been at least 3 hours in advance between flights.

#### For this coverage, it shall be understood that none of the covered risks may be cumulative or complementary, since once a claim is filed for one of them, the others shall be eliminated, it being understood that the others were originated by the same cause.

The Insured Party shall provide all necessary information to the Company for the verification of the facts occurred in order to determine the cause of the delay of his trip, as well as other information in terms of Article 69 of the Law on the Insurance Contract.


# ASSISTANCE

#### SPECIAL SERVICES

At the request of the Insured Party, the following assistance services may be covered by express agreement under optional endorsements and for an additional cost, which shall be specified on the title page of the policy under the terms of the corresponding endorsements.

#### **Domestic pets**

The Company will reimburse expenses for:

#### a) Protection of the pet in the country of residence.

In the event that the Insured Party, due to an accident or illness during his/her trip, is unable to return to his/her permanent place of residence within the scheduled travel period, or for any of the reasons covered in the Travel Delay section, coverage is offered for the safekeeping of his/her pet. This coverage guarantees that the Insured's pet will be safely and adequately safeguarded in his/her country of residence or until return without exceeding 30 (thirty) accumulative calendar days per year and/or per event. This coverage applies only to domestic dogs and cats.

# b) Medical Expenses and/or Death of Pets due to Accident or Illness while Traveling

This coverage protects pets in case of an accident or illness when they accompany the Insured during their trip and are registered for transportation in the designated space of the cabin or in the cargo compartment as established by the commercial carrier. An accident is considered to be a sudden, fortuitous, unexpected and external event to the pet's organism, causing injury or death.

The Company shall reimburse the Insured for expenses related to veterinary fees, surgical interventions, medical examinations, stay in clinics, transfers to more complex medical centers, and funeral expenses of the pet in case of accident or illness, up to the limit of the sum insured established on the title page of the policy.

For brachiocephalic pets, it will be necessary for the Insured to sign the consent required by the commercial carrier. In these cases, the coverage will reimburse up to 50% of the stipulated sum insured.

This coverage also extends to service or emotional support animals, such as guide dogs, monkeys and miniature horses, provided they are properly trained and meet the requirements established by the



commercial carrier.

c) Damage to the kenel or animal container.

In case of damage to the Insured's kenel or animal container, provided that it is under the custody of the commercial transportation company and/or boarding supplier, and the latter has issued the corresponding receipt for such object to the Insured. For air transportation, it shall comply with the dimensions and requirements established by the commercial transportation company. In case of damage, it must be reported within a period not exceeding 24 hours from the arrival at destination.

The Company shall indemnify the Insured up to the total sum insured contracted and specified in the policy schedule by means of reimbursement.

It is necessary to provide copies of receipts, invoices, vouchers of the items included or the amount or appraisal certified by an authority; if these documents are not available, only up to 50% of their current market value will be covered.

# **EXCLUSIONS FOR DOMESTIC PETS**

- 1. Natural death;
- 2. Poisoning regardless of the cause;
- 3. Of any physical condition or disease typical of the breed.
- 4. Theft or loss of the pet with or without violence, with or without negligence of the owner or of the persons under whose care the pet was kept;
- 5. Expenses incurred by the Insured Party to prevent or maintain the health or esthetics of his/her pet (vaccinations, dental treatments, haircuts, exploratory tests and examinations, X-rays, office consultations, esthetic surgeries, etc., the above is an enunciative but not limiting list);
- 6. Embryos;



- 7. Animals that have entered the country illegally;
- 8. Pets injured or that have participated in confrontations, competitions, challenges and/or fights of any type or category;
- 9. Pets that are sedated or that do not have the health vaccination certificate and other valid and current documents required.
- 10. Pets under 4 months old or nursing, sick, dead, violent or pregnant females; as well as infected animals, dead or alive.
- 11. Civil liability for pet ownership.
- 12. Damage to the kenel or animal container caused by the pet either before, during or after transportation.

Particular Exclusion from the Assistance Services Section.

Not covered under this section are natural phenomena of an extraordinary nature, such as floods, mudslides, earthquakes, volcanic eruptions or cyclonic storms, hurricanes, storm surges, tidal waves, tsunamis.

CLAUSE 2<sup>a</sup> GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS In no event shall the Company be liable for any loss, damage, liability or injury resulting from:

- 1) For payments due to the travel agency or travel supplier resulting in the cancellation of the insured trip.
- 2) Failure to present, for any reason, essential documents for the trip, such as passport, visa, official identification, tickets or identification of the commercial carrier or vaccination certificates (The above is an enunciation, but not limited to).
- 3) If the purpose of the trip is to undergo any medical or dental treatment, regardless of its nature (preventive, routine, diagnostic, opinion, follow-up), aesthetic, reconstructive or functional surgeries or weight loss.
- 4) Fraud, negligence, malice or bad faith on the part of the Insured Party, his relatives, or whoever represents his interests.



- 5) When the medical opinion or report requested by the Company does not demonstrate the Insured's inability to travel or lacks the medical recommendation not to make the insured trip.
- 6) That the Insured does not follow the restrictions, recommendations or suggestions of the travel suppliers, the government or any other official authority before and/or during his/her trip.
- 7) That the Insured Party is traveling in any transportation, whether by land, air or sea, that does not belong to a commercial transportation company established and authorized by the corresponding authority for the regular transportation of passengers.
- 8) Illnesses that are being treated or have medical care within 30 (thirty) days prior to the date of booking the trip.
- 9) Injuries or accidents occurring as a direct consequence of preexisting illnesses or conditions occurring outside the term of the policy.
- 10) Any claim resulting from damage caused by the transmission of diseases contracted prior to the contracting of the policy.
- 11)For attempted suicide and/or injuries or sequels caused by the attempt thereof, conscious or unconscious, regardless of the cause or circumstance that provokes it. As well as aggressions against oneself and the incitement of third parties to commit the same to the detriment of the Insured Party.

12)Injuries, damages or costs of any kind resulting from:

- i. The transportation of mobile equipment other than that defined as hand luggage, by an automobile owned, operated or leased or loaned to the Insured; or
- ii. The use of mobile equipment for any demolition or folding activity.
- iii.For the use of intoxicating substances, narcotics, narcotics,



narcotic drugs or hallucinogens not prescribed as medication.

- iv.When the Insured is under the influence of alcohol, and has exceeded the limit allowed in the place where he/she is traveling, in case there is not one, a clinical evaluation shall be made to determine the degree of ethyl intoxication that the Insured had at the time of the event.
- v. The participation or contribution in whatever degree to the intoxication of the person directly causing the injuries, damages or liabilities of any kind.
- 13)Pregnancy and childbirth, except as set forth in Section I. Cancellation of trip number 11 and Section V. Medical expenses due to accident or illness, Section B, items 2 and 3, as well as prenatal care and/or abortion.
- 14)Surgical interventions or treatment for voluntary, induced or induced abortions.
- 15)Bodily injuries or illnesses occurring in a state of mental derangement, paralysis, apoplexy, epilepsy, diabetes, alcoholism, drug addiction, spinal cord diseases, syphilis and encephalitis. As well as if the Insured Party is in a pathological state produced by the ingestion of toxic substances, narcotics, stupefacients or drugs without medical prescription.
- 16)Bodily injury and/or damage resulting from the direct participation of the Insured in criminal actions, provocations, riots, riots, riots, popular demonstrations, fights (except in case of proven selfdefense), duels, recklessness, bets or any other risky or reckless action, provided that the Insured is the instigator.
- 17)Injuries and/or damages due to legal prohibitions or due to being deprived or limited of their freedom by the competent authorities.
- 18)Hernias, lumbago, intestinal strangulation, complications of varicose veins, poisoning or infections not directly and exclusively caused by an injury resulting from a travel accident. The



consequences of surgical operations or unnecessary treatments for the cure of accidents suffered and those pertaining to the care of the person himself.

- 19) Any natural phenomenon of an extraordinary nature officially declared by the competent national and/or international authorities.
- 20)Injuries resulting from accidents arising from the use of motor vehicles, whether land, sea or air, as a means of transportation for travel and/or recreational activities by persons who do not have the proper license to drive them or who are driving while intoxicated or under the influence of any narcotic.
- 21)Injuries occurring in the exercise of a professional activity, except those of a commercial, artistic or intellectual nature.
- 22)Injuries and/or damages caused by the practice of professional or competitive sports or in their respective preparatory training at any level, or amateur of the following sports:
  - a. Using motorized vehicles, whether by land, air or sea.
  - b. Flying with or without engine, parachuting, gliding, hang gliding, paragliding, paragliding, and similar.
  - c. Diving using oxygen tanks or breathing apparatus and/or free diving.
  - d. Using weapons of any kind, big game hunting, safaris with weapons, war games, underwater fishing, or similar risky activities.
  - e. High-risk activities such as rappelling, bungee jumping, canoeing, whitewater rafting, dangerous expeditions, endurance tests, climbing, water skiing, surfing, sailing, jet skiing or any other activity with a similar degree of risk.
  - f. Contact sports such as boxing, martial arts, wrestling or handto-hand combat, field hockey, rugby, American soccer or others with a similar degree of risk.



- g. Activities involving the participation of animals such as charreria, bullfighting, horseback riding, among others with a similar degree of risk.
- 23)Injuries and/or losses of any kind suffered by the Insured Party as a consequence of war operations, whether arising from foreign war or civil war (whether declared or not), military maneuvers or training, military or naval service, invasion, civil commotion, sedition, riot, revolution, insurrection, subversion, rebellion, marches, demonstrations, rallies, uprisings, popular movements, strikes, popular disturbances, acts of plunder or looting, civil commotion, vandalism and damages due to acts of ill-intentioned persons.
- 24)Any liability of the Insured for damages; losses; indemnities; injuries; emotional affectation; ailments; illnesses; death; medical expenses; defense expenses; costs; expenses; cost of cleaning; elimination of toxicity; removal; monitoring or testing of a communicable disease; damages caused by the measures taken for its containment and/or control or any other amount, real or pretended, caused directly by or related to a Communicable Disease. This exclusion is also applicable to damages and losses caused by the impossibility to use, enjoy and dispose of the insured property by order of a competent authority due to the presence of a communicable disease, or because the insured voluntarily or preventively so decides.
- 25)Epidemics, pandemics, infectious diseases of sudden onset on a large scale and rapid spread in the population. Quarantines arising from any of the causes described above are also excluded.
- 26)Injuries and/or losses of any kind suffered by the Insured Party due to expropriation, requisition, confiscation, seizure or detention by legally recognized authorities, in the course of their duties, when intervening in such acts.
- 27) Losses and/or damages, costs or expenses of any nature that have been directly caused by acts of terrorism or their aftermath. Also



excluded are material losses or damages due to such acts of terrorism which, with a mediate or immediate origin, are the result of the use of explosives, toxic substances, firearms, or by any other means, against persons, things or public services and which, in view of the threat or possibility of repetition, produce alarm, fear, terror or anxiety in the population or in a group or sector thereof. It also excludes losses, damages, costs or expenses of any nature whatsoever, caused by or resulting from or in connection with any action taken for the control, prevention or suppression of any act of terrorism. It should be noted that in the event of bodily injury and/or death resulting from these acts which directly affect the named Insured and which the named Insured had nothing to do with the commission of these acts, this exclusion does not apply to Sections IV. Accidental Death and V. Medical Expenses due to Accident or Sickness.

- 28) Injuries, damages, costs or expenses of any nature and/or events related to nuclear, radioactive, explosive or high risk energy from any nuclear explosive device or nuclear component, as well as exposure to contamination by waste from the same energy.
- 29) Any type of consequential loss.
- 30)Injury, damage or liability for contamination of any kind.
- 31) Accidents considered as occupational or work related as a consequence of a risk inherent to the Insured's work, as well as the liabilities attributable to the Insured in accordance with the Federal Labor Law, Social Security Law or any other complementary provision to such Laws, including the disability benefit.
- 32) Any type of civil liability.
- 33)Total or partial losses resulting from confiscation, expropriation or destruction by order of any government, customs or government agencies or by the transportation of contraband or illegal trade.
- 34)Loss, damage, destruction, distortion, deletion, corruption or alteration of electronic information caused by a computer virus or



the failure of an external network or loss of use, reduction in functionality, costs or expenses of any nature resulting therefrom, regardless of any other contributing cause or event, concurrent with or in any sequence to the loss.

- 35)Losses and/or damages to property or persons that directly or indirectly arise from or are related to "internet operations". For the purposes of this section "internet operations" means:
  - i. The use of electronic mail systems by the Insured Party.
  - ii. Access to the World Wide Web (www) or to a public Internet site by the Insured.
  - iii.Access to the Insured's "intranet" which is available through the World Wide Web (www). Intranet" means the Insured's internal data and computer resources.
  - iv. The operation and maintenance of the Insured's website.
  - v. The recommendations or information found on the Insured's website.
- 36) Any risk other than those expressly covered.

#### CLAUSE 3 PRINCIPLE AND TERMINATION OF TERM

The term of this insurance begins and ends on the dates indicated on the title page of the policy.

The "Trip Cancellation" coverage will take effect at the time of purchase of the travel package as long as it is within the beginning of the dates indicated on the title page of the policy.

Departure and return dates are considered as 2 (two) different travel days when calculating the duration of the trip,

#### Coverage under this policy terminates:

- The day scheduled for the Insured's return to his/her home address.
- The day you return, even if the date you are scheduled to return to



# your home address is later or earlier than the date originally scheduled.

# • The day and time you cancel your trip.

In the case of those authorized medical assistance services which are still in progress at the time of the end of the term, and which prevent the Insured from returning to his/her country of origin, they shall be considered as extended in the term of the product upon authorization of the Company, who shall continue providing the services until the beneficiary is in conditions to return to his/her place of habitual residence or up to the total sum insured stipulated in the policy schedule. Only for services and expenses related to the assistance in progress and not for those generated after the original date of termination of the policy.

# Important: Remember that your insurance is not renewable or extended.

#### CLAUSE 4 AGE INSURABLE

For the purposes of this policy, the age range of the Insured is from 0 years to 89 years with 364 days or according to the contracted plan.

# CLAUSE 5 PREMIUM AND OBLIGATIONS OF PAYMENT.

#### 1. Premium.

In accordance with the provisions of Article 34 of the Insurance Contract Law, the premium payable by the Insured Party is due at the time of execution of the Insurance Contract.

Notwithstanding the foregoing and in accordance with the provisions of Article 40 of the Insurance Contract Law, the Company and the Insured Party, by mutual agreement, agree upon a grace period within which the premium shall be paid of 1 (one) calendar day.

In the event of a compensable loss, the Company shall deduct from the indemnity due to the beneficiary, the total of the outstanding premium.

#### 2. Cessation of the effects of the contract for lack of payment.

Based on the provisions of Article 39 of the Insurance Contract Law, the Insured Party shall pay cash, as well as the corresponding policy issuance expenses and taxes.

If the premium has not been paid within the agreed term, the effects of the contract shall cease as of right and without the need for judicial declaration, automatically at twelve o'clock on the last day of such term.



#### 3. Place of payment.

The agreed premiums shall be paid at the banking institutions indicated by the Company, for which reason the Insured Party shall indicate the policy number being paid, so that the voucher issued for such purpose by said banking institutions shall be full proof of payment of the premium of this Insurance Contract.

Likewise, payment may be made by means of charges to the credit card or bank account and frequency chosen by the Insured Party. In the event that the charge is not made with such frequency, due to causes attributable to the Insured Party, the latter is obliged to directly make the payment of the premium as established in the preceding paragraphs, in which case, the voucher or payment slip shall evidence compliance. If the Insured Party fails to comply with such obligation, the insurance shall cease to be effective once the grace period has elapsed. The following shall be understood as causes attributable to the Insured: cancellation of the Insured's credit card or bank account; lack of balance or available credit; failure to notify the Company of any change in the number of the Insured's card or any similar situation. The statement of account showing the corresponding charge of the premiums shall be sufficient proof of such payment.

# CLAUSE 6. OBLIGATIONS OF THE INSURED .

In the event of loss, the Insured undertakes to:

# a) Precautions.

Execute all acts tending to avoid or diminish the damage. If there is no danger in the delay, he shall request instructions from the Company, and shall abide by the instructions given by the Company. The expenses incurred by the Insured Party which are not manifestly improper shall be covered by the Company, and if the Company gives instructions, it shall advance such expenses. If the Insured Party does not comply with the obligations imposed by the above paragraph, the Company shall have the right to limit or reduce the indemnity up to the value which it would have reached if the Insured Party had complied with such obligations.

#### b) Notice of occurrence of an event or loss.

In the event of a loss and/or assistance situation, and before taking any action, the Insured Party must call the assistance telephone center and provide the following information:



- a) Name of person making the report
- b) Policy number
- c) Name of Insured
- d) Policy term
- e) Description of events
- f) Name and code of the insurance agent, if applicable.

Call the damage claims area to file a c l a i m report.

Important: No reimbursement shall be paid for the services contracted by the Insured without the prior consent of the Company, except in the case of proven force majeure preventing the Insured from communicating with the Company or with the third parties in charge of rendering such services.

#### For occurrence of an event specified in:

**Trip Cancellation and/or Trip Interruption,** the Insured is obliged to make arrangements for the cancellation or interruption of the trip immediately, in order to keep cancellation charges to a minimum.

At the express request of the Company, the Insured shall be obliged to submit a medical report (with signature and ID of the treating physician) showing the impossibility or medical recommendation to travel and/or continue his/her trip, as well as to allow the Company to request the necessary information or support in order to be confirmed by a specialist physician designated by the Company and if necessary to submit to the medical examinations indicated by the Company, in order to proceed with his/her claim.

**Baggage**, in the event of a claim for lost or destroyed articles, the Insured Party must provide evidence to prove the existence of the property, as well as its damage or loss, for which purpose the Insured Party must submit to the Company the report of the facts with the commercial and/or lodging transportation company, police report, theft report before the Public Prosecutor's Office or competent authority, submitting a list and detailed description of the lost or destroyed articles.

Damages to baggage checked in with the commercial and/or lodging transportation company must be reported by the Insured Party to these companies at the moment of receiving the baggage and detecting that there are damages and/or lost objects. The Insured Party shall deliver to the Company the supporting documentation, registry or receipt corresponding to the report of the damage.

**Medical expenses due to accident or illness**. The Insured Party is obliged to verify with complete accuracy the basis of his claim and all the details stated therein. The Company shall have the right to demand from the Insured Party or the



Beneficiary all kinds of reports on the facts related to the loss and by which the circumstances of its occurrence and the consequences thereof may be determined, and the Insured Party shall deliver to the Company, which may be (the list is exhaustive and not enunciative):

- a) Medical opinion or report showing injury or illness sustained during the trip.
- b) Medical examinations and autopsy, in order to respond to the medical claim presented to the Company, as well as if the Insured or any of the Insured covered by the contracted plan should die, the Company may require an autopsy (except where prohibited by law) to determine the reasons for death. The cost of such examinations and autopsy shall be fully covered by the Company.

**IMPORTANT:** Upon the occurrence of any loss or event that may give rise to indemnity under this insurance, the Insured Party shall be obliged to notify the Company as soon as possible, as from the moment he/she becomes aware of the fact, without exceeding the term established in Article 66 of the Insurance Contract Law, of (5) five calendar days, except in the case of acts of God or force majeure, and shall notify the Company as soon as one or the other ceases to exist.

When the Insured Party does not comply with such obligation, the Company shall reduce the indemnity due up to the amount which would have been payable if the notice had been given in due time. The Company shall be released from all obligations derived from the contract if the Insured fails to give notice within the aforementioned term, with the intention of preventing timely verification of the circumstances of the loss.

The Insured Party or beneficiary shall have the obligation to provide, at the request of the Company, all kinds of information on the facts related to the loss and by which the circumstances of its occurrence and the consequences thereof may be determined, based on the provisions of Article 69 of the Law on the Insurance Contract.

In no case may it be required that the loss be proven in court, in accordance with the provisions of Article 71 of the Law of the Insurance Contract. The intervention of the Company in the appraisal, or any assistance that the Company or its representatives render to the Insured or to third parties, **shall not imply the acceptance by the Company of any liability with respect to the loss** 



(Article 119 of the Insurance Contract Law).

For the effective fulfillment of Article 71 of the Insurance Contract Law, it shall be understood that the Insured Party has complied with its obligation by delivering to the Company the documentation specified for each case in the attached instructions "Instructions for requesting assistance or reporting a Ioss", which is part of these general conditions.

#### c) Notice to authorities.

To file a formal complaint or denunciation before the competent authorities, as soon as he/she becomes aware of the facts, in the case of theft or any other criminal act that may be grounds for a claim under this policy, as well as to cooperate with the Company in order to recover the property or the amount of the damages suffered. In the event that the Insured Party unjustifiably refuses to do so, the Company shall be released from all liability for such events.

In addition to the foregoing, the Insured undertakes to:

#### d) Communicate the existence of other insurances.

The Insured shall have the obligation to immediately inform the Company, in writing, of the existence of any insurance contracted or contracted with another Company, on the same risk and for the same interest, indicating the name of the insurer, the coverages and the sums insured contracted. If the Insured Party intentionally omits the notice in question or if he/she contracts the various insurances in order to obtain an illicit benefit, the Insurer shall be released from its obligations.

# CLAUSE 7. BASIS OF VALUATION AND COMPENSATION.

#### 1. Company Law.

In case of loss affecting the Insured Party's property or person, the Company may opt to replace them or pay in cash the actual value thereof on the date of loss and without exceeding the sum insured contracted and stipulated in the policy.

Important: Any reimbursement you receive from another assistance company or insurer for the same coverages indicated in this document will be deducted from your claim.

# 2. Duplicate coverage

If the Insured is covered by another plan or contract that we have issued with the same or similar coverage, and a claim occurs that is indemnifiable under that coverage, we will use the terms and conditions of the plan or contract that has the



higher sum insured to indemnify.

# Important: Any reimbursement you receive from another assistance company or insurer for the same coverages indicated in this document will be deducted from your claim.

# 3. Recovery

The Company shall have the right to recover any amount received by the Insured in accordance with the provisions of Article 111 of the Insurance Contract Law.

At the moment at which the Company makes payment of any of the indemnities foreseen in the coverage contracted, the Insured Party shall assign to the Company all rights to which he is entitled against third parties, and shall be obliged to issue the documents required for such purpose in accordance with the provisions of Article 111 of the Law on Insurance Contracts.

# **CLAUSE 8. TERRITORIALITY**

The coverages covered by this policy, as well as the assistance services referred to persons, their luggage and personal effects shall be extended to the entire world, **unless otherwise stipulated, which shall be stated in the specification of the policy contracted.** 

# CLAUSE 9. FRAUD, FRAUD OR BAD FAITH

The Company's obligations shall be extinguished if there is fraud or bad faith in the loss or claim on the part of the Insured Party, the beneficiary or his representatives, the assignees or the attorneys-infact of any of them.

# CLAUSE 10 TERMINATION OF THE CONTRACT

The Company's obligations shall be extinguished:

- 1. If it is proven that the Insured Party, the beneficiary or his representatives, with the purpose of making the Insurer incur in error, conceal or declare inaccurately facts that exclude or may restrict such obligations in accordance with the provisions of Article 70 of the Law on the Insurance Contract.
- 2. If, for the same purpose, they fail to deliver in due time to the Company the documentation specified in the Clause "Procedure in



# case of loss", in accordance with the provisions of Article 69 of the Law on Insurance Contracts.

#### CLAUSE 11. EARLY TERMINATION OF THE CONTRACT

The parties expressly agree that this contract may be terminated early. When the Contracting Party terminates it, the Company shall return upon written request, and pro rata, the unearned portion of the net premium(s) corresponding to the basic and/or additional coverages contracted, from the date of cancellation until the expiration of the policy, within thirty (30) calendar days, depositing the amount in the account indicated in writing to the Company by the Contracting Party.

When the Company terminates the insurance contract, it shall do so by means of a written notice to the Contracting Party, and the termination of the insurance shall take effect 15 (fifteen) days after the respective notice has been given. The Company shall be entitled to the portion of the premium for the current period at the time the insurance contract is terminated, and shall return to the Contracting Party the unearned net premium portion of the coverage. The Company may choose to make electronic transfers to the Insured who has provided payment instructions or, as the case may be, to the account that the Insured has informed the Company in writing.

#### CLAUSE 12. SUBROGATION OF RIGHTS.

The Company shall be subrogated up to the amount paid in the rights of the Insured Party, as well as in its corresponding actions against the authors or responsible parties of the loss. If the Company so requests, at the Insured's expense, the Insured shall record the subrogation in a public deed. If due to acts or omissions of the Insured Party the subrogation is impeded, the Company shall be released from its obligations.

If the damage is only partially indemnified, the Insured Party and the Company shall concur to enforce their rights in the corresponding proportion. In accordance with the provisions of Article 111 of the Law on the Insurance Contract

# CLAUSE 13. PRESCRIPTION.

All actions arising from this insurance contract shall be barred in two (2) years, counted from the date of the event that gave rise to them in accordance with the provisions of Article 81 of the Law on Insurance Contracts, **except for the exceptions set forth in Article 82 of the same Law**.



The statute of limitations shall be interrupted not only by the ordinary causes, but also by those referred to in Articles 50 Bis and 66 of the Law for the Protection and Defense of the Financial Services User, as well as by the provisions of Article 84 of the Law on Insurance Contracts.

#### CLAUSE 14. COMPETENCY.

In case of controversy, the contracting party, Insured and/or the beneficiary, may go in the first instance to the Company's Specialized Inquiries and Claims Attention Unit, where the consultation or claim will be attended to and a response will be given.

In the event that the disagreement persists, they may submit their claim to the arbitration of the Delegations of the National Commission for the Protection and Defense of the Users of Financial Services within the Mexican Republic. If the parties do not submit to arbitration by the Commission, or by whomever it may propose, the rights of the claimant will be safeguarded so that he may assert them in the manner and terms that are convenient to his right.

Jurisdiction by territory to sue in insurance matters shall be determined, at the option of the claimant, due to the domicile of any of the delegations of the National Commission for the Protection and Defense of the Users of Financial Services. Likewise, the Judge of the domicile of said delegation shall have jurisdiction; any agreement stipulated contrary to the provisions of this paragraph shall be null and void.

#### CLAUSE 15. INTEREST CLAUSE MORATORIUM.

In the event that the Company, notwithstanding having received all the documents and information that allow it to know the basis and determination of the claim submitted to it, does not comply with the obligation to pay the indemnity under the terms of Article 71 of the Insurance Contract Law, it is obliged to pay the Insured Party, beneficiary or damaged third party a late payment indemnity in accordance with the provisions of Article 276 of the Law of Insurance and Bonding Institutions during the period of delay.

Such interest shall be computed as from the day following the day on which the obligation becomes due.

#### CLAUSE 16. EXPERTISE.

In case of disagreement between the Insured Party and the Company as to the amount of any loss or damage, the matter shall be submitted to the opinion of an expert appointed by mutual agreement in writing by both parties, but if they cannot agree on the appointment of a single expert, two experts shall be appointed, one by each party, which shall be done within ten (10) calendar days from the date on which



one of them has been requested by the other party in writing to do so. Before beginning their work, the two experts shall appoint a third in case of disagreement.

If one of the parties refuses to appoint its expert or simply does not do so when requested by the other party or if the experts do not agree on the appointment of the third party, the Judicial Authority shall, at the request of either party, appoint the expert, the third party expert or both if necessary.

The death of one of the parties when it is a natural person or its dissolution if it is a corporation, occurred while the expert appraisal is being carried out, shall not annul or affect the powers or attributions of the expert or experts or of the third party expert as the case may be, or if any of the experts of the parties or the third party dies before the report, another one shall be appointed by whom it may concern (the parties, the experts or the Judicial Authority) to replace him/her.

The expenses and fees arising from the appraisal shall be borne equally by the Company and the Insured Party, but each party shall cover the fees of its own appraiser.

The appraisal referred to in this clause does not mean acceptance of the claim by the Company, it shall simply determine the loss that the Company may be obliged to compensate, the parties being free to exercise the corresponding actions and raise the corresponding exceptions.

#### CLAUSE 17. AGGRAVATION OF THE RISK.

The Insured Party shall notify the Company of any circumstance which, during the term of this insurance, causes an essential aggravation of the covered risks, within 24 hours following the moment at which he/she becomes aware of such circumstances. Should the Insured Party fail to give such notice or should he himself cause the essential aggravation of the risks, the Company shall be released from any obligation derived from this insurance.

Notwithstanding the foregoing, if the insured does not comply with these obligations, the Company may not make use of this clause to release it from its obligations, when the non-compliance has no influence on the loss or on the extent of its benefits.

#### CLAUSE 18. IMPEDIMENT OF PAYMENT

The Company shall not be liable to pay any claim or any benefit derived from this policy, when this implies any sanction, prohibition or restriction of an economic or legal nature, established in resolutions issued by the



United Nations, laws or regulations of the European Union, United Kingdom or United States of America, or because the beneficiary of this policy is included in restrictive lists or resolutions issued by international organizations, provided that the country imposing the sanction has entered into an international treaty with Mexico related to the points indicated in this clause.

# **CLAUSE 19 COMMUNICATIONS.**

Any statement or communication related to this contract must be sent to the Company in writing, precisely at its address indicated on the title page of the policy.

The summons and communications that the Company must make to the Insured Party or his assignees shall be valid if they are made at the last address known to the Company.

# CLAUSE 20. COMMISSIONS.

During the term of the policy, the contracting party may request in writing to the institution the percentage of the premium that, by way of commission or direct compensation, corresponds to the intermediary or legal entity for its intervention in the execution of this contract. The institution shall provide such information, in writing or by electronic means, within a term that shall not exceed ten (10) working days after the date of receipt of the request.

# CLAUSE 21. ACCEPTANCE OF THE CONTRACT OF INSURANCE. (Article 25 of the Insurance Contract Law).

If the contents of the policy or its modifications do not agree with the offer, the Insured Party may request the corresponding rectification within thirty (30) calendar days following the day on which the policy is received. Once this term has elapsed, the stipulations of the policy or its modifications shall be deemed to be accepted.

#### CLAUSE 22. CURRENCY.

It is agreed between the parties that the payment of any indemnity in accordance with these general conditions shall be in local currency; however, in the event that the Policy has been contracted in dollars of the United States of America, the payment shall be made in accordance with Article 8 of the Monetary Law of the United Mexican States. For this purpose, the exchange rate to settle obligations denominated in foreign currency payable in the Mexican Republic published by the Bank of Mexico in the Official Gazette of the Federation, on the banking business day immediately prior to that on which payment is made, shall be used.

# CLAUSE 23. JURISDICTION.



The Company and the Insured Party agree to submit to the jurisdiction of the courts and competent laws of the United Mexican States located at the domicile of any of the delegations of the National Commission for the Protection and Defense of the Users of Financial Services for the interpretation and fulfillment of these general conditions, expressly waiving any other jurisdiction by virtue of any other circumstance.

# CLAUSE 24. DELIVERY OF THE CONTRACTUAL DOCUMENTATION.

The Company is obliged to deliver to the Insured or contracting party of the policy the documents containing the rights and obligations of the insurance through the following means:

1. Through your **insurance agent** at the time of taking out the insurance; and/or

2. At the request of the Insured Party, **by e-mail**, to the e-mail address provided at that time.

If the Insured Party or contracting party does not receive for any reason, within thirty (30) calendar days after having contracted the insurance, the documents referred to in the first paragraph of this clause, or requires a duplicate of his/her documents, he/she shall enter the Chatbot in the certificate resubmission option.

# CLAUSE 25. LEGAL FRAMEWORK

The laws and articles cited in this contract may be consulted at: LAW OF INSURANCE AND SURETY INSTITUTIONS http://www.cnsf.gob.mx/Normativa/Paginas/LeyesReglamentos.aspx

LAW ON THE INSURANCE CONTRACT http://www.cnsf.gob.mx/Normativa/Paginas/LeyesReglamentos.aspx

LAW FOR THE PROTECTION AND DEFENSE OF THE USER OF FINANCIAL SERVICES http://www.condusef.gob.mx/index.php/conoces-la-condusef/marco-jurídico

MONETARY LAW OF THE UNITED MEXICAN STATES http://www.diputados.gob.mx/LeyesBiblio/ref/Imeum.htm

# ATLAS INSURANCE DATA

Specialized Unit Paseo de los Tamarindos No. 60 P.B. Bosques de las Lomas neighborhood



Cuajimalpa de Morelos Mayor's Office C.P. 05120, Mexico City, Mexico. Telephone: 55 91 77 49 90 or 800 849 39 16 E-mail: une@segurosatlas.com.mx Website: www.segurosatlas.com.mx

The Insured Party may use the Branch Office located at Paseo de los Tamarindos No.60, P.B., Col. Bosques de las Lomas, to carry out different types of operations. C.P 05120 Alcaldía Cuajimalpa de Morelos, in Mexico City, or by telephone in Mexico City and Metropolitan Area 55 91 77 49 90 or 800- 849 3916, Monday through Friday from 8:00 to 15:30 hours.

For attention in the interior of the Republic, the nearest branch can be located according to the Insured's location on the website of Seguros Atlas, S.A. www.segurosatlas.com.mx.

#### **CONDUSEF DATA**

National Commission for the Protection and Defense of Financial Services Users (Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Fratico) Insurgentes Sur Av. No. 762 Colonia Del Valle Benito Juárez City Hall

C.P. 03100, Mexico City. Telephones 555340- 0999 and 800 999 80 80 Website: www.condusef.gob.mx

# Sole Insurance and Bonding Circular (CUSF)

- 4.5.12 In the clauses or exclusion of **pre-existing illnesses or conditions** in the medical expense, personal accident and health insurance contracts, as well as in the additional benefits incorporated in such contracts that are submitted for registration, clauses or clarifications shall be stipulated regarding the applicability or rejection of such illnesses or conditions, which shall be drafted in accordance with the following provisions and without additional stipulations that contradict or limit their purpose:
  - I. It should be indicated that the Insurance Institution or Mutual Society may only reject a claim for a pre-existing condition or illness, when it has the evidence indicated in the following cases:
    - a) That prior to the conclusion of the contract, the existence of such condition or disease has been declared, or that it is proven by means of the clinical summary indicating that a diagnosis has been made by a



legally authorized physician, or by means of laboratory or cabinet tests, or by any other recognized means of diagnosis.

- When the Insurance Institution or Mutual Society has documentary evidence that the insured has incurred expenses to receive a diagnosis of the disease or condition in question, it may request from the insured the result of the corresponding diagnosis or, if applicable, the clinical summary, in order to decide whether or not the claim is justified; or
- b) That prior to the execution of the contract, the insured has incurred expenses, verifiable by documentary evidence, to receive medical treatment for the illness or condition in question;
- II. They must establish in their contracts, the option of the insured to resort to an arbitration procedure to resolve disputes arising from pre-existence, by means of independent medical arbitration, specifying the bases that guarantee the independence of such arbitrators and the procedure for their appointment.
- The award issued shall bind the parties and shall have the force of res judicata between them. This procedure shall be free of cost for the claimant and, if any, shall be settled by the Insurance Institution or Mutual Society;
- III.In order to objectively and fairly determine the pre-existence of diseases or illnesses, the Insurance Companies and Mutual Societies, as part of the underwriting procedure, may require the applicant to undergo a medical examination.
- The insured who has undergone the medical examination referred to in the preceding paragraph shall not be subject to the pre-existence clause with respect to any illness or condition related to the type of examination that has been performed, which has not been diagnosed in the aforementioned medical examination.

The above must be made known to the insured, and

- IV. They may establish in their contracts, the diseases or conditions for which the pre-existence clause would be waived through the application of waiting periods.
- Likewise, it may be established that in the event that the insured party declares the existence of an illness or condition that occurred prior to the execution of the contract, the Insurance Institution or Mutual Society may accept the



declared risk.

In compliance with the provisions of Article 202 of the Law of Insurance and Bonding Institutions, the contractual documentation and the technical note that comprise this insurance product were registered with the National Insurance and Bonding Commission, as of May 2, 2022, under number PPAQ-S0023-0074-2021./CONDUSEF-005161-03.



# INSTRUCTIONS FOR REQUESTING ASSISTANCE OR REPORTING A CLAIM

- 1. Keep calm.
- 2. In case of an emergency or if you require assistance, please contact the service center at the telephone number listed on your Certificate.

Where we will attend you 365 days a year, 24 hours a day.

If your claim was successful, we will require the following:

#### DOCUMENTATION IN CASE OF REIMBURSEMENT.

Remember that for any claim it is necessary to send us via email or with your agent the following:

- Claim request letter addressed to Seguros Atlas, S.A.
- Breakdown of the amount claimed, specifying the concept of each expense incurred.
- Copy of the tickets and/or reservations of the insured's trip, as well as copy of proof of payment thereof.
- Copy of your official identification (INE credential, passport, professional license, military ID).
- Copy of CURP
- Copy of RFC
- Proof of address (Less than 3 months old)
- Copy of the statement of account to which the reimbursement is to be made must contain the Standardized Banking Code (CLABE).
- Filled out and signed "Bank Transfer Authorization" form.



• Completed and signed "Get to know your customer" form.

#### Additional for:

#### Trip Cancellation and Trip Interruption

- Copy of the document supporting the occurrence of the claim (medical report or death certificate, fire department report, police report, among others). This document must necessarily reflect the date of occurrence (hospitalization, death, claim), the diagnosis or type of damage, the clinical history and the treatment prescribed in each case.
- 2. Original cancellation document issued by the travel agency or transportation company.

#### Loss of checked baggage.

- 1. Form provided by the carrier, completed and stamped by the commercial carrier.
- 2. Copy of proof of documentation from the commercial carrier or lodging company you contracted.
- 3. Copy of the indemnity from the commercial carrier or lodging company.
- 4. Proof of the existence of the goods (such as tickets, receipts, invoices, charges on a bank or departmental statement).
- 5. List of articles carried in the luggage, specifying model, brand and approximate amount.

#### Baggage Delay

- 1. Report from the commercial carrier indicating the delay.
- 2. Copy of the receipts of the expenses incurred mentioning each item for the reason of the delay.

#### Accidental Death

 Certified copy of the death certificate or, if applicable, certified copy of the preliminary inquiry or copy of the investigation file, or, if there is no Public Prosecutor's Office in the area, certified copy of the deed of death from the



municipal authority or local police. (Only applies for Accidental Death).

2. Probate Estate including Official Identification and Birth Certificate.

#### Accident and Sickness Medical Expenses

- 1. Medical report. This document must necessarily reflect the date of occurrence (hospitalization), the diagnosis or type of injury, the clinical history and the treatment prescribed in each case.
- 2. Prescriptions.
- 3. Proof of expenses incurred (hospitalization, medicines).

#### Travel delay

- 1. Form or statement from the commercial carrier reflecting the delay of the trip.
- 2. Proof of expenses incurred mentioning each item by reason for delay (receipts, invoices).
- 3. Original of indemnity receipt from commercial carrier (for full compensation)

# Assistance Services

Pets

Information required to file a claim

- 1. Letter of complaint to the Company
- 2. Veterinary medical certificate stating:
  - a. Pet's name,
  - b. Race,
  - c. Sex,
  - d. Age,
  - e. Precise cause of death
  - f. Full name of the veterinarian,
  - g. Professional license and



h. Clinic where you were treated. Letters of pre-existence are not accepted for this coverage.

#### Recommendations

- If your checked baggage is lost, as soon as you notice that your baggage is missing, contact the counter of the commercial carrier or the person responsible for it within the same premises where the baggage arrives.
- Obtain and complete the form provided by the commercial carrier and/or lodging company.
- Inform the call center of your permanent address, the address of the place where you will be for the next few days and your next itinerary.