



P&C

A man with grey hair, wearing a white long-sleeved shirt, is steering a boat. He is looking out over a blue sea under a clear blue sky. A large red chevron graphic is overlaid on the image, pointing downwards and to the right, behind the main text.

You've got a sea of possibilities

Pleasure Vessels Insurance

General Conditions

General Conditions

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AXA Seguros, S.A. de C.V.

Pleasure Vessels Insurance

General Conditions

AXA Seguros, S.A. de C.V., hereinafter named “the Company”, in accordance with the General and Individual Conditions of this Policy, the latter having preference over the former, does hereby provide coverage in favor of the individual/corporation specified in the Policy, hereinafter named “the Insured”, against any loss and/or damage caused by the covered perils to property on which the Insured has an insurable interest according to the terms set forth in the above-mentioned conditions.

I. Definitions

1. Flooding due to Bad Weather

The temporary and accidental covering of the Vessel with water as a consequence of hurricane, tsunami, storm or tidal wave.

2. Contracting Party

Individual or corporation requesting the execution of the Insurance Contract for his own benefit or for the benefit of others and assuming responsibility to pay the Premium.

3. Personal Effects and Sports Gear

Property listed in the Policy, previously reported by the Insured to the Company, such as cameras, sport fishing and scuba diving gear, surf and windsurf tables, skis and other gear similar in size and use.

4. Vessel

Marine means of transportation comprising the hull, machinery, navigation instruments, anchors, chains, lifeboats and, in general, parts or accessories originally fitted by the manufacturer for each specific model or type of Vessel launched to the market.

5. Auxiliary Watercraft

Watercraft carried by and separate from the Vessel, exclusively intended for recreational, safety, emergency or assistance activities. For the purpose of this insurance, auxiliary watercraft will be separately reported. Such watercraft should navigate nearby the Vessel.

6. Private Vessel

Vessel intended for private recreational, pleasure and vacation trips.

7. Resident Vessel

Vessel flying the Mexican flag or belonging to Mexicans, intended for private use or to provide tourist services as set forth in the Nautical Tourism Regulations, excepting vessels engaged in the provision of lodging services.

8. Tourist Vessel

Vessel flying a foreign flag or belonging to foreigners, intended for private use or to provide tourist services as set forth in the Nautical Tourism Regulations, temporarily staying in the territory of Mexico.

9. Touristic Vessel

Licensed Vessel used for purposes of commercial exploitation and operation of tourist services for third parties under the schemes as set forth in the Nautical Tourism Regulations and the applicable law. For the purpose of this insurance, vessels engaged in the provision of lodging services, such as cruisers, do not qualify for this definition.

10. Salvage, Towage or Relief Charges

Sum paid to others for the provision of the above services to preserve the Vessel from a threatened hazard insured against by the marine insurance.

11. Maintenance

Every activity with the aim of periodically inspecting any item and replacing any worn out or defective part.

12. Actual Total Loss

It occurs when the insured Vessel is totally damaged, completely sunk in deep sea without any chance of recovery, or when the Vessel disappears, as provided for in the applicable law.

13. Constructive Total Loss

It occurs when recovery, repair or salvage costs in the event of loss or damage to the Vessel, as a whole, are equal to or greater than 75% of the insured Vessel's actual cash value.

14. Land Trailer

Trailer towed by a land motor vehicle for the transportation of the insured Vessel from one place to another.

15. Burglary or Robbery

The taking of personal property of others with the aim of taking hold of it without authorization of the person who is legally entitled to decide on the ownership of such property, by using physical or moral force or violence. In case of property stolen from the insured Vessel, violence will mean evident signs of forced entry into the Vessel for the purpose of taking away such property, such as broken chains or locks.

16. Actual Cash Value of the Vessel

For the purpose of this Policy, it is the sum required to acquire a new Vessel similar to the insured Vessel, less depreciation, plus import duties and taxes where applicable.

II. General Conditions

Clause 1. Average Clause

The Company's liability for any one loss will be equal to the proportion that the Sum Insured bears to the Actual Cash Value of the Vessel at the time of loss.

In case that the reported Sum Insured is greater than the Actual Cash Value of the Vessel, the Company will be liable up to the actual loss sustained and the Insured will be returned the excess Premium paid.

In case that the reported Sum Insured is less than the Actual Cash Value of the Vessel, the Company will be liable for the proportion that the Sum Insured bears to the Actual Cash Value of the Vessel.

The Insured undertakes to:

1. Determine the Sum Insured of the Policy based on the Actual Cash Value of the Vessel at the time of executing the contract, including the special fitted equipment, provided that coverage for such equipment is provided by the Policy.
2. Notify the Company of any change made to the Vessel during the Policy period that is likely to alter its value, so that the consequent adjustment is made to the Sum Insured and Premium.

Clause 2. Insurance Territory

Coverage is provided by this insurance for the insured property and persons according to the agreed coverages and pursuant to provisions in these General Conditions, against events occurring in the Territory of Mexico and abroad, with respect to Vessels owned by Mexicans.

Clause 3. Extended Coverage

In case that the Vessel is at sea upon expiration of the period of the Policy, the agreed coverages will remain applicable until arrival at the closest port.

In case of advance termination or cessation of the insurance effects for non-payment of Premium, the Policy will expire on the date specified on the corresponding endorsement.

Clause 4. Obligations of the Insured

The Insured undertakes to:

1. Ensure that the Vessel's hull is perfectly leakproof.
2. Have the lights prescribed by law turned on while the Vessel is afloat.
3. Have the Vessel fitted with all the required gear according to the applicable laws, regulations and agreements.
4. Staff the Vessel with a crew suitable for the service it is intended for according to the applicable laws, regulations and agreements.

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5. Operate and keep the Vessel in good order according to provisions in the manufacturer's instruction manual and the applicable laws, regulations and agreements.
 6. Avoid supplying towage or salvage services, except with prior written consent of the Company.

In case that the Insured fails to comply with the above, the Company's obligations will cease in full right, unless such nonobservance arises from the compliance with a duty of mankind.

Clause 5. Increase of Hazard

The Company must be notified in writing by the Insured during the period of this insurance of any circumstances (facts or acts) modifying the characteristics of the risk on inception date of the insurance and provoking an essential increase of hazard. Such notice is to be given within 48 hours after having knowledge of such circumstances.

The Company will be entitled to rescind the Insurance Contract in case that the insured risk is altered by the Insured's acts, thus aggravating the essential conditions of the insured risk, even though such aggravation does not contribute to the occurrence of loss.

In case of any increase of hazard, either of the following decisions will be notified in writing by the Company to the Insured:

1. The rescission of coverage, indicating that the Company's liability will cease 15 days following such notification. Any claim arising out of the increase of hazard during this 15-day period will be excluded; or
2. The granting to the Insured of a period to correct such increase of hazard. Failure of the Insured to correct the increase of hazard within such period by any cause other than an Act of God or Force Majeure will render this Insurance Contract terminated in the terms of the above paragraph; or
3. The continuation of insurance until its expiration, subject to modifications to the terms and conditions of the Insurance Contract. Where necessary, an additional Premium will be charged according to the new characteristics of the risk, as per the respective tariff.

No such increase of hazard will take effect in case that it aims at safeguarding the Company's interests or complying with a duty of mankind.

Clause 6. Sum Insured

The sums insured for each agreed coverage are indicated in the Policy. Such sums are not proof of the existence or value of the property subject-matter of the insurance; they only serve as a basis to determine the Company's maximum limit of liability as established by the Insured in case of loss, including all increases and/or reductions in Sum Insured during the period of the Policy.

In case that a sublimit is provided for any coverage agreed under the Policy, such sublimit will prevail in case of loss. Such sublimit will in no event represent an additional Sum Insured or increase the Sum Insured of the agreed coverages.

The Company will not be liable for an amount greater than the Sum Insured indicated in the Policy.

Clause 7. Statute of Limitations

All actions arising out of this Insurance Contract will prescribe in the terms of Articles 81, 82 and 84 of the Insurance Contract Law (Ley sobre el Contrato de Seguro) as detailed below:

Article 81

“All actions arising out of an Insurance Contract will prescribe in:

- I. Five years for the Death coverage under life insurance.
- II. Two years for all other cases.

In all cases, periods will start to run from the occurrence date of the event giving rise to such actions”.

Article 82

“The period referred to in the above article will not start to run in case of omissions, false statements or misrepresentations concerning the risk, but from the date the company has knowledge thereof, and in the event of Loss occurrence, from the date such occurrence comes to the knowledge of the concerned parties, who will be required to prove that they were not aware of such occurrence until then.

Respecting third party beneficiaries, it will also be necessary that they have knowledge of the rights vested in their favor.”

Article 84

In addition to the ordinary causes of interruption, the statute of limitations may also be interrupted by the appointment of experts upon the occurrence of Loss and by the bringing of suit for the payment of Premium.

The filing of complaints before the Company Customer Complaints Unit (Unidad Especializada de la Institución de Seguros) will interrupt the statute of limitations for actions to which such complaints may give rise. Additionally, complaints filed before the National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF, by its initials in Spanish – Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros) will interrupt the statute of limitations for the corresponding legal actions, until concluding the procedure, pursuant to provisions in Articles 50 Bis and 66 of the Law for the Protection and Defense of Users of Financial Services (LPDUSF, by its initials in Spanish - Ley de Protección y Defensa al Usuario de Servicios Financieros).

Clause 8. Other Insurance

The Insured undertakes to give written notice to the Company when becoming aware of the existence of other insurance effected before or during the period of this insurance, covering the same interest and whose period of coverage overlaps with this insurance, either covering in whole or in part the same property and perils of this or other line of insurance. The Insured will be required to provide the name of such other insurers and sums insured.

The Insurance Contracts referred to in this clause, executed in good faith on the same or another date for a total Sum Insured greater than the value of the insured interest, will be valid and binding on each insurer in proportion to the sums respectively insured, up to the full amount of the damage sustained, but not to exceed the limits of the sums insured.

Respecting Liability coverage, provisions in article 103 of the Insurance Contract Law will apply.

In case that the Company pays the full amount of the damage sustained without exceeding the limits of Sum Insured, it may file claim against all other insurers for the restitution of the amount in proportion to the sums respectively insured.

If the Insured intentionally omits to give notice as provided in this clause or effects more than one insurance to obtain illicit gain, the Company will be released from its obligations.

Clause 9. Premium

The Premium becomes due upon execution of this Insurance Contract and the further agreements that concern the Policy and give rise to the obligation to pay additional Premiums. The Contracting Party or the Insured will be entitled to a thirty-calendar day period to pay the Premium or the corresponding installment thereof. In case that the Insured chooses to pay the Premium on an installment plan, the installment payments will cover equal periods of time and become due on commencement of each agreed period, subject to the applicable surcharge rate for installment payment, pursuant to provisions in Articles 37, 38 and 40 of the Insurance Contract Law. Failure to pay the Premium within the above-mentioned periods will cause the Insurance Contract to automatically cease at 12:00 hours of the last day of the above period.

The agreed Premiums will be paid either by bank deposits or wire transfers in favor of AXA Seguros, S.A. de C.V., or through a standing order debited from check accounts, debit or credit cards of banking institutions or department stores with which the Company has previously entered into an agreement. The respective payment receipts of such transactions or account statements showing the debits will serve as proof of Premium payment, therefore, they should be kept for further clarifications and reference.

In the event of loss and with respect to undue Premiums under an installment plan, the Company will deduct from the indemnity payable to the beneficiary the total outstanding Premium or outstanding installments thereof, up to the total Premium corresponding to the agreed period of insurance.

Clause 10. Standing Order debited from Check Accounts or Debit/Credit Cards

The Contracting Party who voluntarily acquires insurance through a Standing Order plan debited from Check Accounts or Debit/Credit Cards will be required to verify that the Premium for the acquired insurance is actually indicated in the respective account statements, within 30 calendar days following inception date.

In case that no debit is indicated, the Contracting Party will forthwith apply to the insurance intermediary or directly call our customer service center at the telephone number shown on the Policy face or Coverage Certificate to report such fact. If no premium is retained or debited within 30 calendar days following inception date of the Policy, the effects of the Contract will automatically cease as provided for in Clause 9 of these General Conditions.

In case that, after the first debit is shown in the statement account, no other premium is debited for a period greater than 30 calendar days for any reason whatsoever, the Company will be entitled to cancel or terminate in advance the Contract for nonpayment of Premium as provided for in Clause 9. Premium.

In case that the agreed Premium cannot be debited due to insufficient funds, the Company will ask the banking institution to include in the debit of the next period the unpaid debit of the previous period; if no Premium is debited again, the Contract will be automatically cancelled or terminated in advance for nonpayment of Premium.

Debits may be suspended on the following grounds:

1. Cancellation of the Insurance Contract instructed in writing by the Contracting Party. This cancellation will take effect from the date such instruction is received by the Company. The Contracting Party undertakes to pay the Premium for the time the insurance remained effective as provided for in Clause 13. Advance Termination of the Insurance Contract.
2. Cancellation of the bank instrument not notified to the Company.
3. Replacement(s) of debit or credit card(s) with different account or card number, not notified to the Company.
4. Bank refusal.
5. Insufficient funds or credit.
6. Any other reason preventing the respective debit.

Clause 11. Jurisdiction

In every case, provisions in the Mexican laws will apply for purposes of construction and compliance with this Insurance Contract.

In case that the Insured complains about any of the services described in the Insurance Contract, as provided for in Article 65 of the LPDUSF, the Insured is entitled to assert his/her rights before the CONDUSEF.

Complains should be made within a period of 2 years following the event giving rise thereto or, where appropriate, following denial of the Company to satisfy the Insured's allegations, in the terms of Articles 63, 65 and 68 of the LPDUSF.

At the Insured's option, complains will be filed in writing or by any other means at the CONDUSEF head office or at its branch office closest to the Insured's home or at the Company Customer Complaints Unit.

The Insured will have the prerogative to apply to the administrative authority as provided by the LPDUSF or to the competent courts. In case that any of the parties hereto do not submit to arbitration by the CONDUSEF or by whoever is proposed, the claimant's or Company's rights will be preserved to assert them, at the claimant's option, before competent courts at any of the CONDUSEF branch offices.

Customer Complaints Unit (UNE, by its acronym in Spanish) located at: Félix Cuevas 366, Piso 6, Col. Tlacoquemécatl, Del. Benito Juárez, 03200, Cd. de México, México. Phone 01 800 737 76 63 (option 1), and from Mexico City: 5169 2746 (option 1) from Monday to Thursday from 8:00 a.m. to 5:30 p.m. and on Friday from 8:00 a.m. to 4:00 p.m. or e-mail us at: axasoluciones@axa.com.mx.

National Commission for the Protection and Defense of Users of Financial Services (Condusef, by its acronym in Spanish) located at: Av. Insurgentes Sur #762 Col. Del Valle Cd. de México, C.P 03100, Phone (55)5340 0999 and (01 800) 999 80 80, asesoria@condusef.gob.mx, www.gob.mx/condusef.

Clause 12. Reinstatement

Notwithstanding provisions in Clause 9. Premium of these General Conditions, the Insured may pay within 30 days following the grace period set forth in such clause, the Premium of this insurance or any portion thereof, where an installment plan is agreed. In this event and just by virtue of such payment, the effects of this insurance will be reinstated as of the time and date set forth on the payment receipt and, in turn, the Company will return upon receiving payment the pro rata Premium for the period during which the effects of the insurance ceased to be effective, as provided for in Article 40 of the Insurance Contract Law.

However, in case that the Insured requests in writing, upon making the above payment, an extension of the period of the Insurance Contract, this period will be automatically extended for a term equivalent to that between the last day of the grace period and the time and date on which reinstatement takes effect.

If the time is not indicated on the payment receipt, it will be understood that the insurance is reinstated at midnight on the date of payment.

Without prejudice to the automatic effects hereof, the reinstatement referred to in this clause will be specified by the Company for administrative purposes on the receipt issued for the corresponding payment, and on any other document issued after such payment is made.

The Company will in no event be liable for losses occurring during the period between expiration of the grace period and the time and date of payment referred to in this clause.

Clause 13. Advance termination of the Insurance Contract

Notwithstanding the expiration date of the Insurance Contract, the parties hereto agree that it may be terminated in advance by means of written notice. When the Insurance Contract is terminated by the Insured, the Company will be entitled to that part of the Premium for the time the insurance remained effective, according to the following short rate tariff, plus Policy fees:

Short Rate Table	
Period	Percentage of Annual Premium
Up to 10 Days	10%
Up to 1 Month	20%
Up to 1.5 Months	25%
Up to 2 Months	30%
Up to 3 Months	40%
Up to 4 Months	50%
Up to 5 Months	60%
Up to 6 Months	70%
Up to 7 Months	75%
Up to 8 Months	80%
Up to 9 Months	85%
Up to 10 Months	90%
Up to 11 Months	95%

When the Insurance Contract is terminated by the Company, written notice will be given to the Insured and such termination will take effect 15 days after notification is received. The Company will return to the Insured on the date of notification the unearned Premium, less Policy fees. Failure to return such Premium will render such termination ineffective.

Clause 14. Sue and Labor

Upon becoming aware of any incident putting the Vessel at imminent risk and likely to give rise to indemnity payment, it will be binding on the Insured, their factors, servants or representatives to take all necessary precautions to prevent or minimize the damage. They will also act in defense and for the protection of the Vessel to establish the right of recovery and, for that purpose, they will sue and, where appropriate, travel and make the required arrangements, on behalf of whom it concerns, for the safeguarding or recovery of the Vessel or any part thereof.

The Company, in addition to the indemnity payable for physical loss or damage to the Vessel, will reimburse the Insured the verifiable costs incurred by the latter, but not to exceed the amount of damage avoided or 20% of the Hull Sum Insured, whichever is the lesser.

The Insured will not alter the state of things without the Company's consent, except in case of force majeure, public interest, order of authority or with the aim of avoiding or minimizing the damage.

The damaged property will be kept by the Insured and made available to the Company while the indemnity amount is not finally ascertained; and the Insured undertakes to maintain such property in their custody and care. Abandonment of such property by the Insured will result in an increase of hazard.

The Company may examine, classify and evaluate the property wherever it is located, in order to assess the extension of loss.

Noncompliance with this obligation may affect the Insured's rights in terms of the Insurance Contract Law.

Clause 15. Notice of Loss

Upon the occurrence of any loss or damage likely to give rise to a claim under this insurance, the Insured undertakes to give notice thereof to the Company within a period of five working days after having knowledge thereof, except in case of force majeure or acts of God, in which event notice will be given as soon as the impediment is over.

Failing to give timely notice may cause indemnity to be reduced to the sum that the loss would have originally amounted had the Company been timely notified, unless it is proven that such delay in giving notice is the result of force majeure or acts of God and that notice is given as soon as such force majeure or acts of God are over.

The Company will be released from any liability under the Insurance Contract in case that the Insured or the Insured's representatives or attorneys deliberately delay the provision of such notice to prevent the circumstances of loss from being timely verified.

The Company will be entitled to require from the Insured or beneficiary information of any kind on those facts from which the circumstances of loss and its consequences may be determined, and the Insured will provide the Company with the following documents and information, without prejudice of the above and with the aim of expediting the claims handling process:

1. Certified copy of the protest of the Vessel's master or operator, navigation log, seaworthiness certificate and registration, as well as permits and licenses required for the type and use of the Vessel.
2. The average statement obtained according to provisions in Clause 16. Certification of Damages of these General Conditions.
3. In case of Property Damage and Total Loss of the Vessel, copy of documents proving the ownership of the Vessel.
4. In the event of Theft, the Insured will give notice thereof to the local authorities, police or harbor master within 24 hours upon having knowledge thereof, except in cases of force majeure or acts of God, and will do everything in its power to find the perpetrators of the illegal act and recover the stolen property.
5. In the event of damages to third parties as a result of an accident likely to give rise to liability attributable to the Insured, the Insured will be required to give forthwith written notice to the Company of the known or alleged causes of loss, the estimated amount of claim for the damages caused, also to state the name, surname and address of the damaged third party, as well as all the information supporting the investigation in connection with the loss.
6. In the event of physical accident sustained by any passenger of the Vessel, the Insured without delay will seek medical help and follow the physician's prescriptions, the Insured or the Insured's successors being required to provide the Company with all the information it may deem expedient.

The Insured will refrain from acknowledging any debt, transaction, agreement or any other legal act without the Company's prior authorization and approval with respect to any liability attributable to the Insured in case of loss. Failure by the Insured to comply with the above provision may cause the Insured to forfeit every right to indemnity.

The provision of timely notice and information by the Insured or the Insured's representatives to the Company and the assistance given by the Company to the Insured for determining the loss will in no event be construed as an acceptance of liability by the Company.

Clause 16. Certification of Damages

In case of loss or damage likely to give rise to a claim under this Policy, the Insured will request an inspection of damages and their respective certification. To this effect, notice will be given by the Insured to the Company who will be responsible for appointing the loss Adjuster. In like manner, notice will be given by the Insured to the nearest harbor master. In the event of Total Theft of the insured Vessel, notice will also be given to the competent authorities.

Clause 17. Place of Repair

In case of loss or damage, the Company will be entitled to decide the port to which the insured Vessel will proceed for repair; in exercising this right, the Company will reimburse the Insured the additional costs arising from compliance with this requirement. The Company may also decide the place of repair or repairing firm.

Clause 18. Unrepaired Damage

Respecting partial damage for which indemnity payment is made by the Company to the Insured in order for the later to proceed with the repair works, the Company will not be liable for any subsequent damage, including total loss, resulting from the lack to repair or deficient repair of the indemnified damage.

Clause 19. Place and Payment of Indemnity

Except as otherwise agreed, indemnity payment will be made by the Company at the place indicated and as stated in the Policy within 30 calendar days following the date of execution of the adjustment agreement by the parties hereto, after receipt of all documents and information with reference to the basis of the claim.

Clause 20. Notices

Any notice by the Insured in connection with this Insurance will be addressed in writing to the Company's domicile as set forth in the Policy or by any other means approved by the Company.

The Insured must inform the Company of any change of domicile made during the period of Insurance.

Any notice given by the Company to the Insured will take effect provided that it is addressed to the Insured's domicile as set forth in the Policy or in the respective endorsement in case of any change.

Clause 21. Arbitration

In case of disagreement between the Insured and the Company upon adjustment of any loss, the matter will be submitted to the decision of an arbitrator appointed in writing by mutual agreement of both parties. However, should they fail to agree on the appointment of a single arbitrator, two will be named, one appointed by each party, within 10 days from the date on which either party is requested in writing by the other to do so. Before commencing their duties both arbitrators will name an umpire in case of disagreement.

Should one of the parties refuse to name his arbitrator or simply fail to do so when so requested by the other party, or should the arbitrators not agree on the appointment of the umpire, the judicial authority, upon request of either party, will appoint the arbitrator, the umpire or both, if necessary.

The death of one of the parties, if an individual, or its dissolution, if a corporation, occurring while arbitration is in process will not annul or affect the powers or attributions of the arbitrator or arbitrators or the umpire, as the case may be, or in case that either arbitrator of the parties or the umpire dies before judgment is awarded, a new arbitrator will be appointed by the corresponding entity (the parties, the arbitrators or the competent judicial authority) to act in substitution thereof.

The expenses and fees arising from arbitration will be borne equally by the Company and the Insured, but each party will pay the fees of his own arbitrator.

The arbitration referred to in this clause does not imply an acceptance of the claim by the Company, it merely determines the amount of loss the Company may eventually be required to pay; thus, the parties remain free to execute any action and to oppose the corresponding exceptions.

Clause 22. Fraud, Malicious Intent or Bad Faith

The Company's obligations will cease:

- 1. If it is proven that the Insured, beneficiary or their representatives, with the intent to induce the Company to make an error, conceal or misrepresent facts that would exclude or could restrict such obligations or fail to timely provide information requested by the Company on facts related to the loss and by which the circumstances and consequences thereof may be determined.**
- 2 In case of Malicious Intent or Bad Faith in the loss or claim by the Insured or the Insured's successors or attorneys.**

Clause 23. Reduction and Reinstatement of Sum Insured

Every indemnity payment made by the Company for loss will reduce the Sum Insured accordingly and indemnity payments for subsequent losses will be made up to the limit of the remaining Sum Insured.

The Sum Insured may be reinstated at the Insured's request only upon prior approval by the Company. The terms and conditions applicable to the reinstatement will be provided by the Company, the Insured being required to pay the respective Premium.

In case more than one Vessel is insured by the Policy, such reduction or reinstatement will be applicable to the damaged Vessel or Vessels.

Clause 24. Subrogation Rights

The Company will be subrogated up to the amount paid to all rights and actions against third parties to which the Insured is entitled by virtue of the damage sustained.

If subrogation is prevented by acts or omissions of the Insured, the Company will be released from its obligations, either in whole or in part. If damage is partially indemnified, the Insured and the Company agree to assert their rights in the corresponding proportion.

The Company waives the subrogation rights:

- 1. In case the Insured has a relationship by marriage, blood or affinity up to the second degree with the person causing the damage, or is civilly liable for such person.**
- 2. Against firms controlled or managed through an affiliate or subsidiary of the Insured, or against any partner, official or employee of the Insured.**

Except in the case of deliberate or willful acts committed by the above persons.

Clause 25. Interest in Arrears

In the event that the Company, even though it has received the documentation and information with reference to the basis of the claim made, does not fulfill the obligation to pay the Sum Insured within 30 (thirty) days following the date on which the Company receives the documents and information which are the basis of the submitted claim in terms of Article 71 of the Insurance Contract Law, the Company undertakes to pay the Insured or Beneficiary interests in arrears according to provisions set forth in Article 276 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas) during the delay period.

Clause 26. Currency

All amounts of the Insurance Contract, including sums insured and Premiums, are denominated in the currency stated in the Policy; however, all agreed payments arising out of this Contract will be made in Mexican currency, pursuant to provisions in Article 8 of the Monetary Law applicable on the payment date.

Clause 27. Attachment and Expiration of Policy Period

The period of this Policy attaches and expires on the dates indicated therein, at 12:00 noon at the place where the property insured is located, except as provided in Clause 3. Extended Coverage.

Clause 28. Purchasing Insurance by Electronic Means (Internet)

Pursuant to provisions in article 214 of the Insurance and Bonding Institutions Law, and chapter 20.5 of the Insurance Circular Letter issued by the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas), the Company and the Contracting Party agree to log onto the website axa.mx, which has the required security and identification mechanisms, for the purpose of purchasing this Insurance.

The use of the Company's website for insurance purchasing purposes is governed by the following rules:

1. The Contracting Party may previously request and obtain the insurance quote.
2. For purchasing the Insurance, the Contracting Party may enter, in the fields available for that purpose in the Company's website, the data of the insurable property, the Contracting Party's personal data, such as name, date of birth, address, telephone number, e-mail address, among others, and data of his/her credit/debit card or bank account for premium payment purposes.
3. The Company will notify the Insured by irrefutable methods and through the same electronic means used to forward the request for purchasing Insurance its decision as to whether the risk is insurable or not. Upon accepting to insure the risk, the Company will provide the Contracting Party with a folio number to confirm the request for purchasing Insurance. Such folio number will be used as reference number should the Contracting Party request any clarification.
4. The Company will provide the Contracting Party with the information necessary for the identification and application of the purchased Insurance, including the Insurance essential features, contact data for claims handling and contact data of the Company Customer Complaints Unit.
5. At any time, the Contracting Party may log onto the website axa.com to obtain a copy of the Insurance General Conditions.

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6. After purchasing the Insurance, the Company will forward to the e-mail address provided by the Contracting Party the Company's notification of acceptance, the face of the purchased Insurance Policy, the applicable General Conditions and any other document necessary for the Contracting Party to learn about the terms and conditions of Insurance, including, where applicable, the respective endorsements. The Company is bound to forward the above documentation within a period not later than 30 working days as of the purchasing date of Insurance.
 7. The Contracting Party may also visit the Company's offices and request the contractual documentation of the purchased Insurance.
 8. To cancel the Insurance, the Contracting Party may telephone at 01 800 900 1292 where he/she will receive instructions on how to proceed for cancellation and be provided with a folio number. The Insurance may also be cancelled by the Contracting Party by directly submitting a free format request to the Company Customer Complaints Unit. Once the request for cancellation is received, the Company will proceed to cancel the Insurance.

When using the website for purchasing Insurance, the Contracting Party accepts and acknowledges his/her responsibility for the proper use thereof. The Company will not be responsible for (a) any misuse by the Contracting Party or any other user of the electronic systems or mechanisms used for purchasing Insurance, (b) acts of God and (c) force majeure. The support materials specifying the procedures for requesting and accepting Insurance, such as recordings on magnetic means and electronic files are considered for all legal effects the proper means of evidence to prove existence of Insurance, as well as the facts conditioning the terms thereof.

The Company guarantees the protection and confidentiality of data provided by the Contracting Party through the website for Insurance purchasing purposes. Additionally, the Company will be allowed to disclose the Contracting Party's ID data to the Bank Institution handling the account of the credit or debit card submitted for payment of the Insurance premium.

In case the person making the request is not the Insured, the Insured accepts as his all statements and declarations made to the Company by the person making the request.

Clause 29. Benefits of the Insured

In case modifications made to the General Conditions during the period of this Policy inure to the benefit of the Insured, these new conditions may apply to the Insured if so requested; however, if they imply the provision of broader benefits by the Company, the Insured is bound to pay the corresponding Premium.

In like manner, if registered rates are reduced during the period of this Policy, the Company will reimburse, upon termination of such period or before if so requested by the Insured, the difference between the agreed Premium and modified Premium, as of the date of such reduction to termination of insurance.

Clause 30. Cyber Risk Exclusion

The Company may neither provide coverage nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the Company to any trade or economic sanction, prohibition or restriction under United Nations resolutions or laws or regulations of the European Union, United Kingdom or United States of America or under listings or restricting resolutions issued by international organizations.

Cyber Risk shall be understood as any form of affecting information (Data) and technology (Infrastructure) of an individual or corporation through the universe of digital networks and/or communications and infrastructures (hardware equipment or devices) used to obtain, store, modify and exchange information, including events such as leaks due to security failure; hacker attacks; computer virus; acts or omissions of dishonest or negligent employees; leakage or loss of information; phishing; damage to corporate reputation or to reputation of the insured; alteration, modification, destruction or loss of information and data due to external attacks; theft and/or loss of files, laptops, external memory devices such as USB flash drives; access of personnel to confidential information; breach of data protection legislation; cyber threats (including breach of private data and information, network security claims, hackers or restoration expenses, e-payments, crisis communication expenses and consulting services); defense against fines and penalties imposed by regulatory bodies, loss of benefits; criminal activities directed against data and electronic equipment containing such data; breach of contents; infringement of copyrights or industrial property rights; fraud; falsification; unauthorized access; pornography; cyber stalking, disclosure of nonpublic data and information.

This includes all information systems used to back-up infrastructure and services of the Insured.

In accordance with the definition above, this Policy shall in no event cover liabilities, expenses, loss or damage caused by or contributed to by or arising from Cyber Risks sustained by the Insured or attributable to the Insured by Third Parties.

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of February 8, 2017 under registry CGEN-S0048-0200-2016.

Clause 31. Article 25 of the Insurance Contract Law

In case the contents of the Policy or the amendments thereto do not conform to the offer, the Insured may request the corresponding correction within 30 days of receipt thereof. This period having elapsed, the stipulations of the Policy or the amendments thereto shall be considered as having been accepted.

Clause 32. Disclosure of Commissions

During the period of the Policy, the Contracting Party may request in writing from the Company the report on the percentage of Premium that corresponds to the intermediary or corporation as commission or direct compensation for their intervention in the execution of this Contract.

The Company will provide such report in writing or by electronic means within a period not exceeding 10 working days following the receipt date of such request.

Clause 33. Omissions or Misrepresentations

Upon filling out the insurance application form, the Contracting Party and the Insured are bound to report in writing to the Company, through the specific questionnaires or any other documents on which the customer provides more details on the requested information, all important facts for the assessment of risk that may have an influence on the agreed conditions, exactly as they know or should know such facts at the time of executing this Insurance Contract, as provided for in articles 8, 9 and 10 of the Insurance Contract Law.

Clause 34. Terrorism Exclusion

“Terrorism” means any act(s) of any person(s) or organization(s):

- a) causing or occasioning damage of whatever nature and by whatever means, including the use of toxic substances, chemical, biological or similar weapons, radioactive material, nuclear material, nuclear fuel, radioactive mineral, radiation source or instruments that emit radiation, explosives or firearms or through fire, flood or any other violent means.**
- b) threatening or putting the public or any section of the public in fear to cause damage through any of the means mentioned in the previous item.**

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are of a political, religious, ideological or similar nature against property or services, either public or private, or against the physical, emotional integrity or the life of persons, producing alarm, fear or terror in the public or any section of the public to threaten national security or pressure the authority or an individual or urge them to make a decision.

This Policy excludes any loss, damage, liability or expense arising from:

- 1. Terrorism and/or**
- 2. Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived Terrorism.**

In compliance with the provisions of article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) under registry CGEN-S0048-0250-2015 dated February 26, 2016.

III. Individual Conditions

Clause 1. Property Insured

This insurance covers the Vessel described in the Policy, either owned by the Insured or third parties and for which the Insured is legally liable, while being used for recreational, tourist, vacation and pleasure purposes.

Clause 2. Property Excluded that may be Insured by Express Agreement

The Insured and the Company expressly agree to insure the auxiliary Watercraft carried by the Vessel, subject to report of the Sum Insured and payment of the corresponding Premium.

Clause 3. Property Excluded

The Company will in no event be liable for physical loss or damage to:

1. Inflatable or floating items, such as banana boats, torpedo boats, inner tubes or any other items similar in size and use; aquatic bicycles and tricycles and other similar pedal-powered aquatic craft; kayaks, boats and inflatable rafts.
2. Tourist cruisers engaged in the provisions of lodging services, and damages caused by these Vessels to third parties, passengers or crew.
3. Vessels occupied as permanent dwelling.
4. Fuel, lubricants and refrigerants.
5. Transported cargo other than that related to the use or activity of the insured Vessel.
6. Tools of any kind, drill pipes and well casing.
7. Rubber tires and belts, steel cables and chains, not being an integral part of the insured Vessel.
8. Mooring and anchoring devices, except in the event of Total Loss of the Vessel or Total Theft of the Vessel.
9. Sails, sleeves, masts, tackle and cordage, except in the event of Total Loss of the Vessel, Total Theft of the Vessel or as provided for in paragraph 2 of the Individual Exclusions of Particular Average.
10. Outboard motors, except in the event of Total Loss of the Vessel, Total Theft of the Vessel, Particular Average as a result of Collision.

11. Supplies or consumables.

12. Auxiliary Watercraft, except when they are insured by express agreement.

13. Electronic communications and navigation equipment, or other accessories and equipment fitted to the Vessel, except when they are expressly insured by the Policy.

14. Personal effects and sports gear, except when they are expressly insured by the Policy

Clause 4. Description of Coverage

The Vessel is covered by this insurance according to the coverages listed below, provided that such coverages are not excluded from the Policy.

Coverage is only provided against the perils described in every case.

1. Hull

1.1 The Actual or Constructive Total Loss of the Vessel:

- a) While on land, in garages, sheds, or on wharves specially intended for parking, caused by:
 - i. Hurricane, hail, windstorm, tidal wave, tsunami, snow or frost.
 - ii. Fire, lightning and/or explosion.
 - iii. Earthquake and/or volcanic eruption.
 - iv. Flooding due to bad weather.
 - v. Falling aircraft and/or objects falling therefrom.
- b) While at the sea, estuaries, ports, channels, rivers, lakes, lagoons, dry docks, dikes, dams, inner harbors and waterways, caused by the following, in addition to the above causes:
 - vi. Grounding and/or stranding.
 - vii. Sinking and/or collision of the Vessel.
- c) As a consequence of any maneuver to get the Vessel into or out of the water (launching and putting the Vessel on slipways or wedges), provided that such maneuver is performed by trained technical personnel.

1.2 Jettison, which means to cast into the sea property usual to the use of the Vessel, other than motors, to lighten the Vessel when in distress.

1.3 Piracy, which means the forced taking of the Vessel by any person with the aim of stealing the Vessel or taking hold thereof, as provided for in article 146 of the Federal Criminal Code applicable in Mexico.

1.4 Total Theft of the insured Vessel while afloat or on land, docked or moored to wharves, at clubs or marinas, shipyards or workshops; and in custody of an individual, corporation or competent authority, provided that there are evident signs of violence at the place where the Vessel is located, or evident signs or clues of violence exerted for the purpose of taking away the Vessel, such as broken chains or locks, or in the event of robbery.

1.5 Salvage, Towage or Relief Charges incurred by the Insured to minimize or prevent any loss or damage covered by the Insurance. The expenses incurred when the Vessel is in distress and requires to be towed will be covered up to the sublimit of 20% in addition to the agreed Sum Insured, but not to exceed USD 65 per hour.

It is understood and agreed that the Vessel will be towed to the nearest port where the damage sustained by the Vessel is more likely to be repaired. In case that it is not possible for any reason, the Insured and the Company will make the necessary arrangements; otherwise, the difference will be for the Insured's account.

This coverage also applies in case that the Vessel providing the towing services is owned by the Insured either in whole or in part.

1.6 Shipwreck removal costs, provided that it is ordered by the competent authority. Sublimit for this coverage: 25% in addition to the Sum Insured of the Vessel.

Indemnity

The payable amount in the event of Actual Total Loss or Constructive Total Loss will not exceed the actual cash value of the insured Vessel, except in respect of paragraphs 1.5 and 1.6 above.

Optional coverage

The Insured and the Company expressly agree to insure against the following perils in consideration of payment of the respective additional Premium.

a) Particular Average

This coverage insures against partial physical loss or damage caused to the Vessel while afloat or sailing, by the direct action of any of the following perils:

- 1) Hurricane, hail, windstorm, tidal wave, tsunami, snow and frost.
- 2) Earthquake and/or volcanic eruption.
- 3) Flooding due to bad weather.
- 4) Fire, lightning and/or explosion.
- 5) Falling aircraft and/or objects falling therefrom.
- 6) Grounding and/or stranding.
- 7) Sinking and/or collision of the Vessel.
- 8) Damage to the bottom of the insured Vessel in case of stranding, including inspection costs, subject to prior written approval by the Company.

9) Jettison.

10) Piracy.

Individual exclusions

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to:

- 1. Indemnity for partial damage to outboard motors, unless they fall as a result of collision.**
- 2. Sails, sleeves, tackle and cordage while they are installed, unless they are lost as a result of damage to masts to which they are fastened.**
- 3. Mechanical breakdown resulting from any peril not insured against by the Policy.**

b) Land towing of the Vessel

Coverage is provided against Actual or Constructive Total Loss of the insured Vessel while being transported by land, as a result of the following perils:

- 1) Fire, lightning and/or explosion.
- 2) Hurricane, hail, windstorm, snow and frost.
- 3) Tidal wave, tsunami.
- 4) Earthquake and/or volcanic eruption.
- 5) Falling aircraft and/or objects falling therefrom.
- 6) Collision and/or overturn of the boat trailer-towing vehicle.
- 7) Loading and unloading operations.
- 8) Total Theft of the insured Vessel while in custody of an individual, provided that there are evident signs or clues of violence exerted for the purpose of taking away the Vessel, such as broken chains or locks, or in the event of robbery.

Damage to the Boat Trailer will be covered within the limit of liability under this coverage, provided that such damage directly and proximately results from Fire, lightning or explosion, collisions, overturn of the boat trailer-towing vehicle, and falling aircraft or objects falling therefrom.

Individual exclusions

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to:

- 1. Theft involving employees, workers or representatives of the Insured.**
- 2. Theft of personal effects or sports gear.**
- 3. Damage caused to the Insured Vessel while being transported.**
- 4. Damage caused by the Boat Trailer.**
- 5. Damage to the boat trailer-towing vehicle, and damage caused by such vehicle to third parties.**

c) Strikes and Riots

Coverage is provided against any damage from theft, breakage or destruction of property or the insured Vessel while afloat, sailing or on land, caused by strikers or person taking part in lockouts, labor disturbances, mutinies or riots, or directly caused by malicious mischief and measures taken to suppress such acts.

d) Damage or Loss of Personal Effects or Sports Gear

Coverage is provided for personal effects and sports gear, up to the limit of liability set forth in the Policy, while the Vessel is afloat or sailing, against damage resulting from:

- 1) Fire and/or explosion.**
- 2) Actual or Constructive Total Loss of the Vessel.**
- 3) Burglary or robbery.**

Indemnity

In case of partial loss, the indemnity will be equivalent to the expenses necessarily incurred to repair property to a condition similar to that existing immediately before loss occurrence.

When the cost to repair the insured property is equal to or greater than its actual cash value, then it will be construed as a Total Loss.

Respecting Actual or Constructive Total Loss, indemnity will be paid at actual cash value, but not to exceed the Sum Insured set forth for this coverage.

Individual exclusions

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to:

- 1. Loss or damage from perils other than those insured against by this coverage.**

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2. **Theft involving relatives, employees, workers or representatives of the Insured.**
 3. **Failure or defects of the insured property.**
 4. **Loss or damage directly caused by prolonged use or gradual deterioration due to atmospheric or environmental conditions.**
 5. **Any expense additional to the costs necessarily incurred to repair property to a condition similar to that existing immediately before loss occurrence.**
 6. **Damage caused to personal effects and sports gear due to lack of maintenance thereto.**
 7. **Indemnity for expropriation, requisition, confiscation, seizure, detention or destruction of property by the competent authorities legally recognized in the performance of their duties as such.**

e) Damage to electronic communications and navigation equipment, or other electronic accessories temporarily fitted to the Vessel

Coverage is provided against damage to equipment temporarily fitted and additional to factory-installed equipment, up to the limit set forth in the Policy, while the Vessel is afloat or sailing, resulting from:

- 1) Hurricane, hail, windstorm, tidal wave, tsunami, snow and frost.
- 2) Earthquake and/or volcanic eruption.
- 3) Flooding due to bad weather.
- 4) Fire, lightning and/or explosion.
- 5) Sinking and/or collision of the Vessel.
- 6) Actual or Constructive Total Loss of the Vessel.
- 7) Total Theft of the Vessel.

Indemnity

In case of partial damage, indemnity will be paid at replacement cost, this being understood as the market value of parts or pieces necessary for repair works.

In case the cost to repair property is equal to or greater than its actual cash value, it will be construed as a Total Loss and indemnity will be paid at actual cash value.

The actual cash value under this coverage is the replacement cost less the specific depreciation, such as technological obsolescence, wear and tear.

In case that at the time of loss the damaged property is no longer manufactured by reason of the technological progress and, consequently, it is not possible to calculate its replacement cost, the Company will pay indemnity based on the value of new property on the market with technical and technological characteristics similar and/or comparable to those of the damaged property, less the specific depreciation, but not to exceed in any case the Sum Insured reported for the damaged property.

Individual exclusions

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to:

Loss or damage from perils other than those insured against by this coverage.

f) Damage to electronic communications and navigation equipment, or other electronic accessories permanently fitted to the Vessel

Coverage is provided against damage to equipment permanently fitted and additional to factory-installed equipment, up to the limit set forth in the Policy, while the Vessel is afloat, sailing or on land, resulting from:

- 1) Hurricane, hail, windstorm, tidal wave, tsunami, snow and frost.
- 2) Earthquake and/or volcanic eruption.
- 3) Flooding due to bad weather.
- 4) Fire, lightning and/or explosion.
- 5) Sinking and/or collision of the Vessel.
- 6) Actual or Constructive Total Loss of the Vessel.
- 7) Total Theft of the Vessel.

Indemnity

In case of partial damage, indemnity will be paid at replacement cost, this being understood as the market value of parts or pieces necessary for repair works.

In case the cost to repair property is equal to or greater than its actual cash value, it will be construed as a Total Loss and indemnity will be paid at actual cash value.

The actual cash value under this coverage is the replacement cost less the specific depreciation, such as technological obsolescence, wear and tear.

In case that at the time of loss the damaged property is no longer manufactured by reason of the technological progress and, consequently, it is not possible to calculate its replacement cost, the Company will pay indemnity based on the value of new property on the market with technical and technological characteristics similar and/or comparable to those of the damaged property, less the specific depreciation, but not to exceed in any case the Sum Insured reported for the damaged property.

Individual exclusions

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to:

Loss or damage from perils other than those insured against by this coverage.

g) Collision

Damage caused to vessels, as provided for in paragraph 2. Liability (Protection and Indemnity) paragraph 2.4 below.

Individual exclusions

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to:

- 1. Indemnity for removal of shipwreck or obstacles.**
- 2. Indemnity for loss of life, bodily injury or disease.**
- 3. Indemnity for damage to wharves, ports, piers, docks, scaffolding or similar structures.**
- 4. Indemnity for partial damage to outboard motors, unless they fall.**

h) Medical Expenses and Physical Accidents to Passengers

Respecting Private Vessels, the costs incurred for medical, surgical, hospitalization, pharmaceutical, ambulance and nursing services provided for the passengers and crew are covered hereunder; coverage is also provided against dismemberment and/or death caused by any accident resulting from the activities of the Vessel, occurring during the period of the Policy, while such passengers or crew are in or on the insured Vessel, either embarking or disembarking.

This coverage insures up to the maximum number of passengers authorized for the Vessel as set forth in the Policy.

Physical accident means an accident resulting from any external, sudden, fortuitous and violent cause that gives rise to bodily injury or death of passengers or crew within 90 days following the occurrence date, as a result of the activities of the Vessel.

Bodily injury or death deliberately self-inflicted by the Insured will not be considered an accident.

All bodily injuries sustained by a person from any accident will be considered a single event.

Indemnity

The Company's maximum limit of liability under this coverage is set forth on the face of the Policy and applies as single Sum Insured in respect of the different perils insured against by this coverage.

In case that as a direct result of any accident insured against by the Policy and within 90 calendar days following the occurrence date thereof the bodily injury causes any of the losses listed in article

514 of the Federal Labor Law, the calculation of the indemnity payable by the Company will be based on the percentages provided in the disability table referred to by such article, subject to regulations provided for in article 484 of such law.

In case of pathological or preexisting conditions, the damaged party will only be entitled to the indemnity corresponding to the difference between the preexisting degree of disability and that resulting after the accident insured against by the Policy.

Upon the occurrence of loss, the original sublimit of liability per person under this coverage will be calculated in proportion to the number of insured Passengers, but not to exceed the agreed Sum Insured.

In case the amount of medical expenses of one or more Passengers exceeds the original sublimit of liability per person as indicated on the face of the Policy, and there is a remainder from the global Sum Insured of all Passengers since all other injured persons have received a medical discharge and their expenses have been settled, including, where appropriate, funeral expenses, the sublimit per person may be increased in respect of the injured persons who so require it.

The calculation of such sublimit will be based on the original Sum Insured per injured Passenger, adding proportionally the remainder from the Sum Insured of those injured Passengers whose indemnity did not exceed the sublimit originally established and until the Sum Insured indicated on the face of the Policy is exhausted.

The indemnity for medical, pharmaceutical and hospitalization expenses will be paid on a reimbursement basis, subject to the indicated sublimit.

The indemnity will in no event exceed the agreed Sum Insured.

i) Medical Expenses and Physical Accidents to Water Skiers, Surfers and Jet Ski Riders

Subject to provisions referred to in the above coverage, personal accidents and medical expenses arising from the practice of water skiing or any other similar sport in which persons are pulled by the Insured Vessel are covered hereunder.

Individual exclusions for Medical Expenses and Physical Accidents to Passengers, Water Skiers, Surfers and Jet Ski Riders as

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to damage:

- 1. Caused to passengers and crew of Vessels engaged in the provision of tourist or public services.**
- 2. Caused by overloading the Vessel, either by exceeding the cargo capacity or the number of persons transported.**
- 3. Caused to the staff of shipyards, yacht associations or clubs in the performance of their duties.**

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4. **Arising from pathological or preexisting conditions or disease.**
 5. **Caused to persons on board the Vessel or embarking or disembarking from the Vessel without the respective authorization.**
 6. **Caused by suicide or attempted suicide, or caused under the influence of alcoholic drinks, narcotics or drugs.**
 7. **Arising from occupational hazards and in general from any liability attributable to the Insured for disease, injury and/or death of any of the Insured's workers.**
 8. **Caused when getting involved in fights or quarrels or acting recklessly.**
 9. **Arising from indemnity of any kind as a result of the practice of subaquatic activities, such as scuba diving, snorkeling or similar activities.**

2. Liability (Protection and Indemnity)

Coverage is provided against damages caused to third parties by the insured Vessel and for which the Insured is held liable, pursuant to the legislation applicable to objective or tort liability for not deliberate acts or omissions occurring during the period of the Policy and in respect of the following perils:

2.1 Quarantine expenses

Expenses arising from the outbreak of plagues or any other contagious disease, including the costs incurred to disinfect the insured Vessel or the persons on board, or quarantine expenses, excluding wages and supplies of the crew and passengers.

2.2 Deviation costs

Coverage is provided for costs necessarily incurred by the Insured in respect of any deviation necessary for the purpose of taking sick or injured passengers to land, as well as port costs and expenses from provisions and supplies consumed.

2.3 Repatriation expenses

Coverage is provided for strictly necessary expenses for repatriation of any crew member of the insured Vessel, by legal obligation, including wages lawfully payable during the unemployment period due to shipwreck or loss of the Vessel, except for expenses likely to result from the termination of any contract by mutual agreement or the sale of the Vessel.

2.4 Collision

Coverage is provided against damage caused by collision of the insured Vessel with other watercraft while sailing, for which the insured Vessel is held legally liable. The Company's maximum liability will not exceed the Sum Insured by the Policy.

Where both Vessels are to blame, except that liability of the shipowners of the Vessel were limited by law, claims filed under this clause will be settled according to the cross liability principle.

This coverage will also apply when the concerned Vessels are either in whole or in part owned by the Insured. In the case where both are insured, this insurance coverage will apply as excess insurance.

2.5 Damage to dikes, wharves or any other fixed or movable object

Coverage is provided against damage caused to property on other Vessel, dikes, docks, ports, bridges, breakwaters, buoys, lighthouses, structural sea walls, beacons, cables or any other fixed or movable object.

2.6 Shipwreck removal

Costs incurred to remove or destroy the remains of the wrecked Vessel owned by others.

2.7 Judicial costs and expenses

Payment of judicial and extrajudicial costs and expenses in connection with the loss.

Indemnity

The Company's maximum limit of liability under this coverage is set forth on the face of the Policy and applies as single Sum Insured in respect of the different perils insured against by this coverage. Indemnity will in no event exceed the actual cash value of the damage sustained and, where applicable, the provisions referred to in the Mexican laws.

This coverage will also apply when the concerned Vessels are either in whole or in part owned by the Insured. In the case where both are insured, this coverage will apply as excess insurance.

The indemnity will in no event exceed the agreed Sum Insured.

Individual exclusions

In addition to the Excluded Property and Perils, it is understood and agreed that this insurance in no event covers or refers to:

- 1. Liability under any workmen's compensation law applicable to employees of the Insured (other than seamen), or in case of death of their beneficiaries.**
- 2. Damages to passengers and their belongings, with respect to Tourist Vessels.**
- 3. Damages from contamination caused by the Vessel when throwing overboard ballast, debris, garbage, or when spilling oil or its derivatives, waste water from minerals or other noxious or hazardous elements of any kind.**
- 4. Liability for damages to the spouse, parents, children, siblings, parents-in-law, siblings-in-law or other relatives of the Insured living permanently with the Insured, only when the Insured is an individual.**
- 5. Liability for damages to advisors, directors, partners, administrators, managers and other persons performing managerial functions, and to their spouses or relatives living permanently with them, when the Insured is a corporation.**
- 6. Employers liability, Social Security liability or liability of a similar nature attributable to the Insured.**
- 7. Liability for nonperformance of any contract or agreement.**

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8. **Liability for damages to third parties taking part in the repair works of the Insured Vessel or towing by land the Insured Vessel.**
 9. **Liability for damages caused by contamination of soil, water or air.**
 10. **Damages caused by infringement of any law, provision or regulation by the Insured or the persons employed by the Insured or for whom the Insured is liable.**
 11. **Damage to oil rigs and similar facilities.**
 12. **Liability of any other kind not mentioned as covered.**
 13. **Indemnity for damage, loss or theft of baggage of the crew.**
 14. **Indemnity for damages to passengers or crew members of the Vessel, other than those expressly covered by the Policy.**
 15. **Damages from force majeure or acts of God.**

Optional coverage

Subject to the terms and conditions of the Liability coverage, the Insured and the Company expressly agree, in consideration of payment of the respective additional Premium, to insure against **Liability (Protection and Indemnity) likely to be incurred by Water Skiers, Surfers and Jet Ski Riders** for damages to third parties arising from the practice of water skiing, aquaplaning or any other similar sport in which persons or objects are pulled by the Insured Vessel.

Clause 5. Perils Excluded

The Company in no event will be liable for loss or damage caused by or arising from:

1. **Perils other than those expressly described in every coverage.**
2. **Malicious intent or bad faith by the Insured, beneficiary, successors or attorneys of any of them, except for the Strikes and Riots coverage.**
3. **Faulty design or construction of the Vessel and uses other than those for which the Vessel, the devices, instruments and all other equipment fitted thereto are intended.**
4. **Capture, confiscation, destruction, or damages caused by warships, revolution, rebellion, insurrection, arrest, restraint, detainment, or other warlike or belligerent acts, including air bombings, floating or stationary mines, derelict or lost torpedoes, and any weapon of war employing reaction or force of any kind.**
5. **Partial theft and nonviolent theft.**
6. **Breach of trust, misuse or infringement of any law by the persons entrusted with the insured Vessel.**

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7. Theft committed within the Vessel by the Insured's relatives, dependents, employees or legal representatives.
 8. Use of the Vessel by persons not authorized by the Insured or persons authorized by the Insured but not holding on the date of loss the current license or permit issued by the competent authority for the operation of the Vessel, or in case that such license or permit is suspended.
 9. Wear and tear, gradual deterioration (including any form or marine life), scratches, dents, electrolysis, mechanical breakdown, corrosion, cavitation, rusting, vermin or rodents, atmospheric humidity or exposure to the natural elements.
 10. Liability for damages caused by contamination of soil, water or air.
 11. Damages and liability arising from the Vessel's participation in sports exhibitions, bets, races, contests or competitions of any kind or in tryouts.
 12. Fines and/or any other criminal penalty, except for the compensation of damages to which the Insured is sentenced and only with respect to the Liability coverage.
 13. Stranding of the insured Vessel occurring at the mouth of Río Colorado in the Golfo de California; Puerto de San Felipe, Baja California; Golfo de Santa Clara, Baja California; Bahía de los Ángeles, Baja California; Puerto Peñasco, Sonora; Alvarado, Veracruz; Frontera, Tabasco; Puerto Ceiba, Tabasco and Puerto de Chicxulub, Yucatán.
 14. Barratry of the Master.
 15. The insured Vessel going adrift.

Clause 6. Deductible

In every payable loss, the deductible set forth in the Policy for the agreed coverage will be for account of the Insured after applying the terms and conditions of the Policy.

The deductible will be deducted from the amount of loss before applying, where applicable, provisions in the average and coinsurance clauses.

Clause 7. Coinsurance

The Insured's percentage share in the payable loss as set forth in the Policy for the agreed coverage.

The Coinsurance will apply to the payable loss after deducting the specific Deductible and, where applicable, applying provisions in the average clause.

IV. Registry

In compliance with the provisions of article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) under registry CNSF-S0048-0512-2014 dated February 24, 2015/CONDUSEF-001871-01.

This translation into English is a professional courtesy only. In case of controversy, the original wording shall prevail.

Clave: DV-436 abril 2017

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Call toll-free
01 800 900 1292
axa.mx

Basic Rights of an Insured of a P&C Insurance

Know your rights as Contracting Party, Insured or Beneficiary

When purchasing your insurance, you may:



Ask the intermediary offering you the insurance to identify himself.



Know the commission or compensation amount received by the intermediary for the sale of the insurance. .



Receive complete information on the terms, conditions and exclusions of your insurance, on how to keep and terminate coverage and on the policy period.

In the event of loss:



You should receive the benefits agreed in your policy for events occurring within the grace period, even though you have not paid the premium during said period. This is subject to the general conditions.



In case of delay in the payment of Sum Insured, you may receive indemnity in accordance with the legislation in force.



Regarding P&C insurance, every indemnity you have been paid will reduce the sum insured in the same proportion. You may request reinstatement of sum insured, subject to prior acceptance by the Insurer, in this case you must pay the corresponding premium.



In case of disagreement with respect to the processing of your loss, you may file a claim free of charge against AXA through the Customer Complaints Unit (UNE) or the National Commission for Protection and Defense of the Financial Service Users (Condusef), at any branch offices.

In case you have filed a complaint with the CONDUSEF and the parties hereto do not submit to arbitration, you may ask the CONDUSEF for a technical opinion.

For any complaint

Contact the Customer Complaint Unit (UNE):

Telephone: 5169 2746 (option 1) or 01 800 737 7663 (option 1) Félix Cuevas 366, piso 6, Col. Tlacoquemécatl, Del. Benito Juárez, 03200, Mexico, Mexico City, at the Integral Customer Service Counter of AXA, service hours from Monday to Thursday from 8:00 to 17:30 hours and Fridays from 8:00 to 16:00 hours.

Write us to: axasoluciones@axa.com.mx

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of December 8, 2017 under registry No. CGEN-S0048-0167-2017/CONDUSEF-G-00471-002.