

# HOMEOWNERS INSURANCE PROPERTY AND LIABILITY PROTECTION FOR PREMISES IN MEXICO

Underwritten by ACE Seguros S.A.

Edificio Arcos Oriente  
Bosque de Alisos 47<sup>a</sup>, Piso 1  
Bosques de las Lomas  
05120, Mexico, D. F.

In the event of a loss, please call: 01-800-362-7288

**NOTE TO POLICYHOLDER:** Your Declaration Page and other Endorsements are printed separately from these policy Terms and Conditions. Please review your Declarations Page, Endorsements, and these Policy Terms and Conditions and if you have any questions regarding your limits, deductibles, or other policy terms, conditions, or exclusions please contact your agent immediately.

**IMPORTANT:** Coverage under this policy applies in Mexico only. All claims and suits under this policy must be brought in Mexico under the Mexican legal system in order to be covered. The courts of Mexico are the exclusive jurisdiction for any coverages and/or coverage disputes arising under this policy. There is no coverage under this policy for any losses, claims, or litigation brought by you, or against you, under this policy in any jurisdiction except Mexico.

Exclusive Distributor:



Underwritten By:



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## INTRODUCTION AND AGREEMENT

The insurance company providing this insurance is ACE, Seguros, S.A. (Mexico)

We will provide in the Republic of Mexico the insurance you have selected as described in this policy in return for payment of the premium and compliance with the applicable provisions of this policy. Your coverage limits appear on the attached Declaration pages, which also detail the policy period, insured location, deductibles, copayments, covered perils, and loss settlement options you have chosen.

This policy is not valid in any jurisdiction other than the Republic of Mexico and only covers losses that occur within the territory of the Republic of Mexico, and only the governing laws and procedures of the Republic of Mexico apply to the coverage it provides.

## DEFINITIONS

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

- A. In this policy “you” and “your” refer to the “named insured” shown on the Declaration page and the spouse if a resident of the same household.

“We”, “us”, and “our” refer to the Company providing this insurance, ACE Seguros, S.A.

- B. In addition, certain words and phrases are defined as follows (presented in alphabetical order):

1. “Aircraft Liability”, “Hovercraft Liability”, “Motor Vehicle Liability”, and “Watercraft Liability”, subject to the provisions of b. below, mean the following:
  - a. Liability for “bodily injury” or “property damage” arising out of the:
    - 1) Ownership of such vehicle or craft by an insured;
    - 2) Maintenance, occupancy, operation, use, loading, or unloading of such vehicle or craft by any person;
    - 3) Entrustment of such vehicle or craft by an insured to any person;
    - 4) Failure to supervise or negligent supervision of any person involving such vehicle or craft by an insured or
    - 5) Vicarious liability, whether or not imposed by law, for the actions of a child or minor involving such vehicle or craft.
  - b. For purposes of this definition:
    - 1) “Aircraft” means any contrivance used or described for flight;
    - 2) “Hovercraft” means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
    - 3) “Watercraft” means a craft principally designed to be propelled on or in water by wind, engine power, or electric motor; and
    - 4) “Motor vehicle” means as defined in 16. below
2. “Bodily Injury” means bodily harm, sickness or disease, including required care, loss of services, and death that results.
3. “Business” means a trade, profession, or occupation engaged in on a full-time, part-time, or occasional basis.
4. “Catastrophic Events” related definitions such as “Earthquake, Hurricane, Flood, Tidal Waves and Volcano” are included in Section I, Coverage F and G, make sure this remains the same of this policy.
5. “Co-payment” means your percentage participation in part of a loss, after application of the “deductible” (Co-payment is further defined in Section I, Coverage F and G, and is applicable to “Catastrophic Events” only).
6. “Deductible” means that portion of any loss that is the responsibility of the insured to pay or absorb, before application of co-payment.
7. “Depreciation” means the decrease in value of tangible property (structures or personal property) over time due to wear and tear, aging, and other factors related to use.
8. “Earthquake” means the seismic movement of land, including tremors, quakes and volcanic seismic activity; identified as such by the National Seismological Services of UNAM Mexico.
9. “Employee” means an employee of an insured, or an employee leased to an insured by a labor leasing firm under an agreement between an insured and the labor leasing firm, whose duties are the same as those performed by a residence employee.
10. “Endorsement” means a provision or document added to an insurance policy that changes the original coverage provided in the policy.
11. “Exclusion” means certain property, persons, circumstances, or cause of loss (“perils”) noted in this policy which are not covered by this insurance.
12. “Flood” means the accidental and temporary covering of soil by water or mud, due to rain or the overflow or breakage of retainers for rivers, water channels, lakes, reservoirs, water tanks and natural or artificial deposits of water; excluding waters from the ocean.
13. “Hurricane, Cyclone, Windstorm and Hailstorm” means

- a. Hurricane, Cyclone or Windstorm, means wind related phenomena, such as low pressure systems, disturbances, depressions and tropical or extra tropical storms; tornadoes or whirlwinds; whether associated to hydro-meteorological phenomena or not; and, identified in the warnings or alerts of the **Mexican** National Meteorological Service.
- c. Hailstorm, means the violent precipitation of hail in sufficient magnitude to be identified in the warnings or alerts of the **Mexican** National Meteorological Service.
14. "Hydro-Meteorological Phenomena" means Hurricane, Cyclone, Windstorm, Hailstorm, Flood, and Tidal Wave.
15. "Insured" means:
- a. You and residents of your household who are:
    - 1) Your relatives; or
    - 2) Other persons under the age of 21 and in the care of any person named above
  - b. A student enrolled in school full time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
    - 1) 24 and your relative; or
    - 2) 21 and in your care or the care of a person described in a. 1) above
  - c. Under Section II:
    - 1) With respect to animals to which this policy applies for these animals which are owned by you or any person included in a. or b. above. insured does not mean a person or organization using or having custody of these animals in the course of any "business" or without consent of the owner, or
    - 2) With respect to a "service vehicle" to which this policy applies:
      - a) A person while engaged in your employ or that of any person included in definition 9 above or definition 26 below ; or
      - b) Other persons using the "service vehicle" on an "insured location" with your consent.
16. "Insured location" means:
- a. The "residence premises"
  - b. The part of other premises, other structures and grounds used by you as a residence which is acquired by you during the policy period and is located in the Republic of Mexico.
  - c. Any part of a premises:
    - 1) Not owned by an insured; and
    - 2) Where an insured is temporarily residing;
  - d. Vacant land, other than farm land, owned by or rented to an insured
17. "Motor vehicle" means:
- a. A self propelled land or amphibious vehicle, or
  - b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in a. above.
18. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which, during the policy period, results in:
- a. "Bodily injury"; or
  - b. "Property damage",
19. "Palapas" means highly volatile and combustible material, also known as thatch, usually of dry leaves of palm or the like and used as roofs or roof covers in structures and buildings.
20. "Palapa Structures" means those buildings or structures that have exterior roofs with Palapa material; and where all exterior walls and ceilings are not made of solid masonry construction.
21. "Personal Property" means property (other than land) that is either temporary or movable in some way, such as furniture, televisions, microwave ovens, satellite dishes etc.
22. "Policy" means an insurance contract including its appendices, certificate of insurance, specifications, other certificates, and endorsement issued by the Insurer, as well as the insurance application and questionnaires, which represent proof of an insurance contract entered into between the Insurer and the Insured.
23. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
24. "Premium" means the monetary cost an insured pays for this insurance for the period of time specified in the Declaration Page, minus taxes and fees.
25. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

26. "Replacement Cost" means the cost to repair or replace damaged structures with like kind and quality of materials without factoring in deductions for depreciation.
27. "Residence employee" means an employee of an insured, or an employee leased to an insured by a labor leasing firm, whose duties are related to the maintenance or use of the "residence premises", including household or domestic services.
28. "Residence premises" means:
  - a. The one family dwelling where you reside or which you own and hold for rent;
  - b. The two, three, or four family dwelling where you reside or which you own or hold for rent at least one of the family units; or
  - c. That part of any other building where you reside or which you own or hold for rent; and which is shown as the "residence premises" in the Declarations.

Residence premises also include other structures and grounds at that location.
29. "Service vehicle" means a gasoline, electric or manually powered machine used in the maintenance of the "insured premises."
30. "Tidal Wave" means the accidental and temporary covering of soil by ocean waves due to hurricanes or similar wind phenomena, earthquakes or tsunamis; when identified as such by the Mexican National Meteorological Service.
31. "Terrorism" means damage resulting from acts by any person or people whether acting alone or in connection with any organization or government using explosives, firearms, biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes including intending to influence any government or to put members of the public in fear.
32. Types of insurance
  - a. "Named Perils" insurance provides coverage only for risks or causes of loss specifically described in the policy.
  - b. "All Risk" insurance provides coverage for all risks or causes of loss not specifically excluded in the policy.
  - c. Unless endorsed to change the insurance type to "All Risk," this is a "Named Peril" policy.
33. "Volcanic Eruption" means losses caused by the eruption of a volcano, including the fall, avalanche or mudslide including lava, ashes or other volcanic material.

#### **DEDUCTIBLE AND COPAYMENT**

Unless otherwise noted in this policy, the following deductible and copayment provisions apply:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under section 1 that exceeds the deductible and or copayment amounts shown in the Declarations.

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### **SECTION I – PROPERTY COVERAGE**

#### **A. COVERAGE A - DWELLING**

##### **1. We cover:**

- a. The dwelling on the residence premises shown in the Declarations, including structures attached to the dwelling; and
- b. Materials and supplies located on or next to the residence premises used to construct, alter or repair the dwelling or other structures on the residence premises.

##### **2. We do not cover land, including land on which the dwelling is located.**

#### **B. COVERAGE B – OTHER STRUCTURES**

##### **1. We cover other structures on the residence premises set apart from the dwelling by clear space. This includes structures connected to the dwelling by a fence, utility line, or similar connection.**

##### **2. We do not cover:**

- a. Land, including land on which the other structures are located;
- b. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.
- c. Other structures from which any business is conducted; or

- d. Other structures used to store business property. However, we do cover a structure that contains business property solely owned by an insured provided that business property does not include gaseous or liquid fuel, other than fuel in a permanently installed fuel tank of a vehicle or craft parked or stored in the structure.

3. The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A unless you have indicated a higher limit which is shown on your declarations page, and if you have paid the appropriate corresponding premium. Use of this coverage does not reduce the Coverage A limit of liability.

## C. COVERAGE C - PERSONAL PROPERTY

### 1. Covered Property

We cover personal property owned or used by an insured while it is anywhere within the Republic of Mexico.

### 2. Limits for Personal Property at Other Residence in Mexico

Our limit of liability for personal property usually located at an insured's residence other than the residence premises, is 10% of the limit for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the residence premises when the residence premises is being repaired, renovated, or rebuilt and is not fit to live in or store property in; or
- b. In a newly acquired principal residence for 30 days from the time you begin to move the property there.

### 3. Special Limits of Liability

The special limit on each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

- a. \$200 for money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.
- b. \$1,500 on securities, accounts, deeds, evidence of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

- c. \$1,500 on loss by theft of jewelry, watches, furs, precious and semiprecious stones.
- d. \$2,500 for loss by theft of silverware, silver-plated ware, gold ware, gold-plated ware, platinum ware, platinum-plated ware, and pewter ware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold, or pewter.
- e. \$200 on property, away from the insured premises, used primarily for business purposes. However, this limit does not apply to loss to electronic apparatus.
- f. \$2,500 for artwork
- g. \$2,500 for lawns, trees, and shrubs, but not more than \$200 for single tree or shrub.

These special limits of liability are subject to a deductible of 10% of the limit.

### 4. Increased Limits for Special Property

By means of an endorsement to this policy, it is possible to increase the sub-limits in Section I Property Coverage, C.3 items a-g. If you have chosen to increase the limits in this section and paid the corresponding additional premium, the schedule of personal property attached to the policy declarations will reflect the higher limits which you have chosen on an itemized basis. These special limits of liability are subject to a deductible of 10% of the limit.

### 5. Property Not Covered

Except as provided in 3. Special Limits of Liability above, we do not cover:

- a. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
- b. Animals, birds, or fish;
- c. Motor vehicles, which includes:

- a) Their accessories, equipment and parts, or
- b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the motor vehicle.  
Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

We do cover motor vehicles designed to assist the handicapped.

- d. Aircraft, including any contrivance used or designed for flight including any parts whether or not attached to the aircraft;
- e. Watercraft of all types, including their trailers, furnishings, equipment, and outboard engines or motors;
- f. Hovercraft and parts. Hovercraft means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flarecraft and air cushion vehicles;
- g. Property of roomers, boarders and other tenants, except property of roomers and boarders related to the insured;
- h. Property in an apartment regularly rented or held for rental to others by an insured, except as provided in H. 7. Landlord's Furnishings under Section I- Property Coverage;
- i. Business data, including such data stored in:
  - 1) Books of accounts, drawings or other paper records; or
  - 2) Computers and related equipment;

We do cover the cost of blank recording or storage media, and of prerecorded computer programs available on the retail market;
- j. Credit cards, electronic fund transfer cards or access devices used solely for deposit, withdrawal or transfer of funds; or
- k. Utility and semi-trailers;
- l. Firearms and related equipment
- m. Artwork, business property, electronic data, jewelry, money, except as provided for in Section I – Property Coverage, **C. 3. Special Limits of Liability.**

**D. COVERAGE D – LOSS OF USE/LOSS OF RENTAL INCOME**

The limit of liability for Coverage D is the total limit for the coverages in 1. Additional Living Expense and 2. Fair Rental Value, and 3. Civil Authority Prohibits Use, below.

**1. Additional Living Expense**

If a loss covered under Section I makes that part of the residence premises where you reside not fit to live in, we cover any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living.

Payment will be for the shortest time required to repair or replace the damage, or if you permanently relocate, the shortest time required for your household to settle elsewhere, not to exceed 12 months from the date a covered loss occurs, or the limit shown on the declarations page.

**2. Fair Rental Value**

If a loss covered by Section I makes that part of the residence premises rented to others or held for rent by you not fit to live in, we cover the fair rental value of such premises less any expenses that do not continue while it is not fit to live in.

Payment will be for the shortest time required to repair or replace such premises, not to exceed 12 months from the date a covered loss occurs, or the limit shown on the declarations page.

**3. Civil Authority Prohibits Use**

If a civil authority prohibits you from use of the residence premises as a result of direct damage to neighboring premises by a Peril Insured Against, we cover the loss provided in 1. Additional Living Expense and 2. Fair Rental Value above for no more than two weeks, or the limit shown on the declarations page.

**4. Loss or Expense Not Covered**

We do not cover loss or expense due to cancellation of a lease or agreement.

**E. COVERAGE E – Coverage for Debris Removal**

- a. We will pay your reasonable expense for the removal of:
  - 1) Debris of covered property if a Peril Insured Against that applies to the damaged property caused the loss; or
  - 2) Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building

This expense is included in the limit of liability that applies to damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 10% of that limit is available for such expense. We will pay 10% or the limits shown on the declarations page, whichever is greater.

#### F. COVERAGE F- COVERAGE FOR EARTHQUAKE AND/OR VOLCANIC ERUPTION

If indicated on your declarations page, and if you have paid the appropriate corresponding premium, section 1 exclusion A. 1. will not apply and we will provide the following coverage to protect your property from Earthquake and/or Volcanic Eruption. Earthquake and Volcanic Eruption are defined as follows:

- a. "Earthquake" means the seismic movement of land, including tremors, quakes and volcanic seismic activity; identified as such by the National Seismological Services of UNAM Mexico.
- b. "Volcanic Eruption" means losses caused by the eruption of a volcano, including the fall, avalanche or mudslide including lava, ashes or other volcanic material.

#### EVENT PERIOD FOR EARTHQUAKE AND/OR VOLCANIC ERUPTION

One or more Earthquake and Volcanic Eruption within a period of 72 hours is considered a single event, and losses resulting during that period will be included in the same claim.

#### PROPERTY COVERED UNDER SECTION I, COVERAGE F, EARTHQUAKE AND/OR VOLCANIC ERUPTION

- 1. Property insured under Coverages A, B, and C of Section I of this policy
- 2. The loss of use or rent, as covered under Coverage D, Section I of this policy.
- 3. Debris removal for covered damaged property as covered under Coverage E, Section 1.

#### DEDUCTIBLE AND CO-PAYMENT FOR EARTHQUAKE AND/OR VOLCANIC ERUPTION

You and we will each contribute and participate in a loss covered by this peril. Your participation in a loss covered by this Section is first determined by your deductible and then by your co-payment.

The deductible is a specified fixed amount, indicated on the Declaration Page.

The co-payment is a percentage of the amount of a loss, after consideration for the deductible, that you are responsible for.

The deductible and co-payment for catastrophic events apply separately to the limit of liability for:

- a. Buildings, and
- b. Personal Property.

The amount of the deductible and co-payment is dependent upon the geographic zone the insured premises is located in, as outlined on your declarations page.

#### SPECIAL EXCLUSIONS TO COVERAGE F- EARTHQUAKE AND/OR VOLCANIC ERUPTION

The following are not covered under this section:

- a. Murals, ornaments, or paintings which are part of the decoration of any covered building or structure.
- b. Any property in the open or under unprotected structures, including streets, pavements, sidewalks, benches, gardens, plants or any type of crops.
- c. Underground structures, foundations, footings or any type of property located in basements or any structure partially or totally under the natural grade of the property.
- d. Buildings or structures that are partially or totally constructed over a surface of water and any contents therein.
- e. Any building or structure which, at the time of the loss, is under construction, or missing one or more of its walls, or one or more of its doors or exterior windows, or which in any other way is lacking the necessary safeguards for protection against the elements of nature.
- f. Any structure lacking the proper footing to guarantee its fixation to the ground.
- g. Losses due to the obstruction, inadequacy, breakage or any other cause associated to a sewer system, or to the lack of such system.
- h. Underground water or filtration of waters through foundations, floors or retaining walls or the breakage of such foundations or walls.
- i. Piers and docks, boats, yachts or any other type of watercraft or device to be used in water.



All other provisions of this policy apply to this coverage.

#### G. COVERAGE G - COVERAGE FOR HYDRO-METEOROLOGICAL PHENOMENA

If indicated on your declarations page, and if you have paid the appropriate corresponding premium, Section 1 exclusions A. 2., A. 3., A. 4. will not apply and we will provide the following coverage to protect your property from hydro-meteorological phenomena. Hydro-meteorological phenomena are defined as follows:

##### 1. Hurricane, Cyclone, Windstorm and Hailstorm

a. "Hurricane", "Cyclone" or "Windstorm", means wind related phenomena, such as low pressure systems, disturbances, depressions and tropical or extra tropical storms; tornadoes or whirlwinds; whether associated to hydro-meteorological phenomena or not; and, identified in the warnings or alerts of the Mexican National Meteorological Service.

b. "Hailstorm" means the violent precipitation of hail in sufficient magnitude to be identified in the warnings or alerts of the Mexican National Meteorological Service.

##### 2. Flood

"Flood" means the accidental and temporary covering of soil by water or mud, due to rain or the overflow or breakage of retainers for rivers, water channels, lakes, reservoirs, water tanks and natural or artificial deposits of water; excluding waters from the ocean.

##### 3. Tidal Waves

"Tidal Waves" means the accidental and temporary covering of soil by ocean waves due to hurricanes or similar wind phenomena, earthquakes or tsunamis; when identified as such by the Mexican National Meteorological Service.

#### EVENT PERIOD FOR HYDRO-METEOROLOGICAL PHENOMENA

One or more Hydro-meteorological phenomena within a period of 72 hours are considered a single event, and losses resulting during that period will be included in the same claim.

#### PROPERTY COVERED UNDER SECTION I, COVERAGE G, HYDRO-METEOROLOGICAL PHENOMENA

1. Property insured under Coverages A, B, and C of Section I of this policy
2. The loss of use or rent, as covered under Coverage D, Section I of this policy.
3. Debris removal for covered damaged property as covered under Coverage E Section 1.

#### DEDUCTIBLE AND CO-PAYMENT FOR HYDRO-METEOROLOGICAL PHENOMENA

You and we will each contribute and participate in a loss covered by this peril. Your participation in a loss covered by this Section is first determined by your deductible and then by your co-payment.

The deductible is a specified fixed amount, indicated on the Declaration Page.

The co-payment is a percentage of the amount of a loss, after consideration for the deductible that you are responsible for.

The deductible and co-payment for catastrophic events apply separately to the limit of liability for:

- a. Buildings, and
- b. Personal Property.

The amount of the deductible and co-payment is dependent upon the geographic zone the insured premises is located in, as outlined on your declarations page.

#### SPECIAL EXCLUSIONS TO COVERAGE G- HYDRO-METEOROLOGICAL PHENOMENA

The following are not covered under this section:

- a. Murals, ornaments, or paintings which are part of the decoration of any covered building or structure.
- b. Any property in the open or under unprotected structures, including streets, pavements, sidewalks, benches, gardens, plants or any type of crops.
- c. Underground structures, foundations, footings or any type of property located in basements or any structure partially or totally under the natural grade of the property.
- d. Buildings or structures that are partially or totally constructed over a surface of water and any contents therein.
- e. Any building or structure which, at the time of the loss, is under construction, or missing one or more of its walls, or one or more of its doors or exterior windows, or which in any other way is lacking the necessary safeguards for protection against the elements of nature.
- f. Any structure lacking the proper footing to guarantee its fixation to the ground.

- g. Losses due to the obstruction, inadequacy, breakage or any other cause associated to a sewer system, or to the lack of such system.
- h. Underground water or filtration of waters through foundations, floors or retaining walls or the breakage of such foundations or walls.
- i. Piers and docks, boats, yachts or any other type of watercraft or device to be used in water.

All other provisions of this policy apply to this coverage

## H. ADDITIONAL COVERAGE

### 1. Reasonable Repairs

- a. We will pay the reasonable cost incurred by you for the necessary measures taken solely to protect covered property that is damaged by a Peril Insured Against from further damage.
- b. If the measures taken involve repair to the damaged property, we will only pay if that property is covered by this policy and the damage is caused by a Peril Insured Against. This coverage does not:
  - 1) Increase the limit of liability that applies to the covered property, or
  - 2) Relieve you of your duties, in case of a loss to covered property described in B.3. Under Section I – Property Conditions.

### 2. Trees, Shrubs and Other Plants

We cover trees, shrubs, plants, or lawns, on the residence premises, up to the limits shown in C.3.g. Special Limits of Liability, for loss caused by the following Perils Insured Against:

- a. Fire or Lightning;
- b. Explosion;
- c. Riot or Civil Commotion;
- d. Aircraft;
- e. Vehicles not owned or operated by residents of the Insured Premises
- f. Vandalism or Malicious Mischief; or
- g. Theft
- h. Service vehicles

### 3. Property Removed

We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed.

This coverage does not change the limit of liability that applies to the property being removed.

### 4. Loss Assessment

- a. We will pay up to \$1,000 for your share of loss assessment charged during the policy period against you, as owner a residence premises, by a corporation or association of property owners. The assessment must be made as a result of a direct loss to property owned by all members collectively, of the type that would be covered by this policy if owned by you, caused by a Peril Insured Against under Coverage A, other than:

- 1) Earthquake; or
- 2) Land shock wave or tremors before, during, or after a volcanic eruption.

The limit of \$1,000 is the most we will pay with respect to any one loss, regardless of the number of assessments. We will only apply one deductible to the total amount of any one loss to the property described above, regardless of the number of assessments for that one loss.

- b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

### 5. Collapse

- a. With respect to this Additional Coverage:

- 1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- 2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- 3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.

4) A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

- b. We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:
  - 1) The Perils Insured Against named under Coverage C;
  - 2) Decay that is hidden from view, unless the presence of such decay is known to be an insured prior to collapse;
  - 3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to the collapse;
  - 4) Weight of content, equipment, animals, or people;
  - 5) Weight of rain which collects on a roof;
  - 6) Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- c. Loss of awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under b.2) through 6) above, unless the loss is a direct result of the collapse of a building or part of a building.
- d. This coverage does not increase the limit of liability that applies to the damaged covered property.

#### 6. Glass or Safety Glazing Material

- a. We cover:
  - 1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window
  - 2) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window when caused directly by earth movement; and
  - 3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.
- b. This coverage does not:
  - 1) Apply to covered property which results because the glass or safety glazing material has been broken, except as provided in a.3) above; or
  - 2) To the residence premises if the dwelling has been vacant for more than 60 consecutive days immediately before the loss, except when the breakage results directly from earth movement as provided in a.2) above. A dwelling being constructed is not considered vacant.
- c. The special glass coverage limit is reflected on your declarations page. Payment shall not exceed the limits shown on the declarations page.

#### 7. Landlord's Furnishings

We will pay up to \$2,500 for your appliances, carpeting and other household furnishings, in each apartment on the residence premises regularly rented or held for rental to others by an insured, for loss caused by a Peril Insured Against in Coverage C., other than Theft.

This limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss. This coverage does not increase the limit of liability applying to the damaged property.

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### SECTION I – PERILS INSURED AGAINST

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**IMPORTANT: IF YOU HAVE CHOSEN THE ALL RISK PERILS OPTION FOR COVERAGES A. AND B. BY PAYING THE CORRESPONDING ADDITIONAL PREMIUM, THE ALL RISK PERILS OPTION WILL BE REFLECTED ON YOUR DECLARATIONS PAGE AND ALSO AS AN ENDORSEMENT TO THIS POLICY.**

#### A. Coverage A – Dwelling and Coverage B – Other Structures

- 1. We insure against the following risk of direct physical loss to property described in Coverages A and B.
  - a. Fire, lightning, explosion
  - b. Smoke
  - c. Riot, civil commotion, labor disputes, or political disturbance
  - d. Freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, of a household appliance, but only if you have:
    - 1) Used reasonable care to maintain heat in the building; or

2) Shut off the water supply and drained all systems and appliances of water

This peril does not include a sump pump or related equipment, roof drains, gutters, downspouts, or similar fixtures or equipment.

- e. Vandalism or malicious mischief, and any ensuing loss caused by any intentional or wrongful act, except those committed by an insured or when the dwelling has been vacant and unoccupied for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not consider vacant.
- f. Falling objects including vehicles, aircraft, self-propelled missiles, and spacecraft.
- g. Accidental discharge or overflow of water or steam from within a storm drain, water, steam or sewer pipe, originating off the residence premises.
- h. Accidental discharge or overflow of water or steam from a household plumbing, heating, air conditioning, automatic fire protective system, or a household appliance.
- i. Sudden and accidental tearing apart, cracking, burning, or bulging of a steam or hot water heating system, air conditioning or automatic fire protective system
- j. Sudden and accidental damage from artificially generated electrical current, but does not include loss to a tube, transistor, or similar electronic components.
- k. Vehicle damage, except damage caused by a vehicle operated by an insured

2. We do not insure, however, for loss:

- a. Excluded under Section I – Exclusions;
- b. Involving collapse, except as provided in **H.5**. Collapse under Section I – Property Coverages; or
- c. Caused by:
  - 1) Freezing of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by the freezing. This provision does not apply if you have used reasonable care to:
    - a) Maintain heat in the building; or
    - b) Shut off the water supply and drained all systems and appliances of water
  - 2) Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
    - a) Fence, pavement, patio, or swimming pool;
    - b) Footing, foundation, bulkhead, wall, or any other structure or device that supports all or part of a building or other structure;
    - c) Retaining wall or bulkhead that does not support all or part of a building or other structure; or
    - d) Pier, wharf, or dock
  - 3) Theft in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is finished and occupied.
  - 4) Vandalism and malicious mischief, and any ensuing loss caused by any intentional and wrongful act committed in the course of the vandalism or malicious mischief, if the dwelling has been vacant for more than 60 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.
  - 5) Mold, fungus or wet rot.
  - 6) Any of the following:
    - a) Wear and tear, marring, deterioration;
    - b) Mechanical breakdown, latent defects, inherent vice, or any quality in the property that causes it to damage or destroy itself;
    - c) Smog, rust or other corrosion, or dry rot;
    - d) Smoke from agricultural smudging or industrial operations;
    - e) Discharge, dispersal, seepage, migration, release, or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against named under Coverage C.  
  
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkali, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
    - f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;
    - g) Birds, vermin, rodents, or insects; or
    - h) Animals owned or kept by an insured.

Exception to c. 6)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a:

- (i) Storm drain, or water, steam or sewer pipe, that is off the residence premises; or
- (ii) Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the residence premises. This includes the cost to tear out and replace any part of a building, or other structure, on the residence premises, but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies to other structures if the water or steam causes actual damage to a building on the residence premises.

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump, or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

Section I – Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by covered under c. (6) above.

Under 2.b. and c. above, any ensuing loss to property described in Coverages A and B not precluded by any other provision in this policy is covered.

**IMPORTANT: IF YOU HAVE CHOSEN THE ALL RISK PERILS OPTION FOR COVERAGE C. BY PAYING THE CORRESPONDING ADDITIONAL PREMIUM, THE ALL RISK PERILS OPTION WILL BE REFLECTED ON YOUR DECLARATIONS PAGE AND ALSO AS AN ENDORSEMENT TO THIS POLICY.**

B. Coverage C- Personal Property and Special Property Perils Insured Against

We insure for direct physical loss to the property described in Coverage C caused by any of the following perils unless the loss is excluded in Section I – Exclusions.

1. Fire, Lightning, or Explosion
2. Riot or Civil Commotion
3. Aircraft

This peril includes self-propelled missiles and spacecraft

4. Smoke

This peril means sudden and accidental damage from smoke, including the emission or puffback of smoke, soot, fumes or vapors from a boiler, furnace or related equipment.

This peril does not include loss caused by agricultural smudging or industrial operations.

5. Vandalism or Malicious Mischief

6. Theft

- a. This peril includes attempted theft of property from a known place where there is evidence of forced entry, or robbery with assault or violence
- b. This peril does not include loss by theft:
  - 1) Committed by an insured;
  - 2) In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
  - 3) From that part of a residence premises of property while at any other residence owned by, rented to, or occupied by an insured except while an insured is temporarily living there. Property of an insured who is a student is covered while at the residence the student occupies to attend school as long as the student has been there at any time during the 60 days immediately before the loss.
- c. The special theft coverage limit is reflected on your declarations page. Payment shall not exceed the limits shown on the declarations page.

7. Falling Objects

This peril does not include property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

8. Accidental Discharge or Overflow of Water or Steam

- a. This peril means accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.
- b. This peril does not include loss:
  - 1) To the system or appliance from which the water or steam escaped;
  - 2) Caused by or resulting from freezing except as provided in Perils Insured Against 10 (see below).
  - 3) On the residence premises caused by accidental discharge or overflow which occurs off the residence premises; or
  - 4) Caused by mold, fungus or wet rot unless hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure.
- c. In this peril, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.
- d. Section I – Exclusion A.3. Water Damage, Paragraphs a. and c. that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

9. Sudden Accidental Tearing Apart, Cracking , Burning or Bulging

This peril means sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, air conditioning or automatic fire protective sprinkler system, or an appliance for heating water. We do not cover loss caused by or resulting from freezing under this peril.

10. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by the freezing. This provision does not apply if you have used reasonable care to:
  - 1) Maintain heat in the building; or
  - 2) Shut off the water supply and drained all systems and appliances of water

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

- b. In this peril, a plumbing system or household appliance does not include a sump, sump pump, or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

11. Sudden and Accidental Damage from Artificially Generated Electrical Current

This peril does not include loss to tubes, transistors, electronic components or circuitry that are part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

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**SECTION I – PROPERTY EXCLUSIONS**

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- A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Earthquake and/or Volcanic Eruption

a. Earthquake, meaning the seismic movement of land, including tremors, quakes and volcanic seismic activity; identified as such by the National Seismological Services of UNAM Mexico.

b. Volcanic Eruption, meaning losses caused by the eruption of a volcano, including the fall, avalanche or mudslide including lava, ashes or other volcanic material.

**IMPORTANT: COVERAGE FOR EARTHQUAKE AND VOLCANIC ERUPTION MAY BE BOUGHT BACK UNDER SECTION F. OF THIS POLICY, IF THE CORRESPONDING PREMIUM IS PAID AND A COVERAGE LIMIT IS REFLECTED ON YOUR DECLARATIONS PAGE.**

2. Hurricane, Cyclone, Windstorm and Hailstorm

a. Hurricane, Cyclone or Windstorm, means wind related phenomena, such as low pressure systems, disturbances, depressions and tropical or extra tropical storms; tornadoes or whirlwinds; whether associated to hydro-meteorological phenomena or not; and, identified in the warnings or alerts of the Mexican National Meteorological Service.

b. Hailstorm, meaning the violent precipitation of hail in sufficient magnitude to be identified in the warnings or alerts of the Mexican National Meteorological Service.

3. Flood

Flood means the accidental and temporary covering of soil by water or mud, due to rain or the overflow or breakage of retainers for rivers, water channels, lakes, reservoirs, water tanks and natural or artificial deposits of water; excluding waters from the ocean.

4. Tidal Waves

Tidal Waves means the accidental and temporary covering of soil by ocean waves due to hurricanes or similar wind phenomena, earthquakes or tsunamis; when identified as such by the Mexican National Meteorological Service.

**IMPORTANT: COVERAGE FOR HURRICANE, CYCLONE, WINDSTORM, HAILSTORM, FLOOD, AND TIDAL WAVE MAY BE BOUGHT BACK UNDER SECTION G. OF THIS POLICY, IF THE CORRESPONDING PREMIUM IS PAID AND A COVERAGE LIMIT IS REFLECTED ON YOUR DECLARATIONS PAGE.**

5. Water Damage

Water Damage means:

- a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;

This Exclusion does not apply if coverage for Hurricane, Wind, Flood, and Tidal Wave is specifically indicated on the Declaration Page of your policy.

- b. Water or water-borne material which backs up through sewers or drains or which overflows or is discharged from a sump, sum pump or related equipment; or
- c. Water or water-borne material below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure:

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire, explosion or theft resulting from water damage is covered.

6. Ordinance or Law

Ordinance or Law means any ordinance or law requiring or regulating the construction, demolition, remodeling, renovation or repair of property, including removal of any resulting debris.

7. Power Failure

Power Failure means the failure of power or other utility service if the failure takes place off the residence premises. But if the failure results in a loss from a Peril Insured Against on the residence premises we will pay for the loss caused by this peril.

8. Neglect

Neglect means neglect of an insured to use all reasonable means to save and preserve property at and after the time of a loss.

9. War

War includes the following and any consequences of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion, or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

10. Nuclear Hazard

This Exclusion pertains to Nuclear Hazard to the extent set forth in M. Nuclear Clause under Section 1 – Conditions.

#### 11. Intentional Loss

Intentional Loss means any loss arising out of an act an insured commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

#### 12. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property described in Coverage A, B or C by order of any governmental or public authority.

This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by the fire would be covered under this policy.

### **SECTION I – PROPERTY CONDITIONS**

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#### A. Insurable Interest and Limit of Liability

Even if more than one person has an insurable interest in the property covered, we are not liable in any one loss:

1. To an insured for more than the amount of such insured's interest at the time of loss; or
2. For more than the applicable limit of liability.

#### B. Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an insured seeking coverage, or a representative of either.

1. Give prompt notice to us;
2. In case of theft, notify the police and make the appropriate report to the Ministerio Público or the civil official having jurisdiction;
3. Protect the property from further damage. If repairs to the to the property are required, you must:
  - a. Make reasonable and necessary repairs to protect the property, and
  - b. Keep an accurate record of repair expenses;
4. Cooperate with us in the investigation of a claim;
5. Prepare an inventory of damaged personal property showing quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
6. As often as we reasonably require:
  - a. Show the damaged property;
  - b. Provide us with records and documents we request and permit us to make copies, and;
  - c. Submit to examination under oath, while not in the presence of another insured, and sign the same;
7. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - a. The time and cause of loss;
  - b. The interests of all insureds and all others in the property involved and all liens on the property;
  - c. Other insurance which may cover the loss;
  - d. Changes in title or occupancy of the property during the term of the policy;
  - e. Specifications of damaged buildings and detailed repair estimates;
  - f. The inventory of damaged personal property described in 6. b. above;
  - g. Receipts for additional living expenses incurred and records that support the fair rental value loss.



### C. Loss Settlement

In this Condition C., the term cost to repair or replace and replacement cost do not include the increased cost incurred to comply with the enforcement of any ordinance or law. Covered losses are settled as follows:

1. Property of the following types:
  - a. Personal property;
  - b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings;
  - c. Structures that are not buildings;

At actual cash value at the time of loss but not more than the amount required to repair or replace.

**IMPORTANT: IF YOU HAVE CHOSEN THE REPLACEMENT COST OPTION FOR PERSONAL PROPERTY LOSS SETTLEMENT BY PAYING THE CORRESPONDING ADDITIONAL PREMIUM, THE REPLACEMENT COST LOSS SETTLEMENT OPTION WILL BE REFLECTED ON YOUR DECLARATIONS PAGE AND ALSO AS AN ENDORSEMENT TO THIS POLICY.**

2. Buildings covered under A or B at replacement cost without deduction for depreciation, subject to the following:
  - a. If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost to repair or replace, after application of any deductible and any co-payment, and without deduction for depreciation, but not more than the least of the following amounts:
    - 1) The limit of liability under this policy that applies to the building;
    - 2) The replacement cost of that part of the building damaged with materials of like kind and quality and for like use; or
    - 3) The necessary amount actually spent to repair or replace the damaged building.

If the building is rebuilt at a new premises, the cost described in 2) above is limited to the cost which would have been incurred if the building had been built at the original premises.
  - b. If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under the policy that applies to the building:
    - 1) The actual cash value of that part of the building damaged; or
    - 2) That proportion of the cost to repair or replace, after application of any deductible and co-payment, and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.
  - c. To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:
    - 1) Excavation, footings, foundations, piers, or any other structures or devices that support all or part of the building, which are below the undersurface of the lowest basement floor;
    - 2) Those supports described in 1) above which are below the surface of the ground inside the foundation walls, if there is no basement; and
    - 3) Underground flues, pipes, wiring, and drains.
    - 4) Land
  - d. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss as noted in 2.a and b. above.

However, if the cost to repair or replace the damage is both:

    - 1) Less than 5% of the amount of insurance in this policy on the building, and;
    - 2) Less than \$2,500;

We will settle the loss as noted in 2.a. and b. above whether or not actual repair or replacement is complete.
  - e. You may disregard the replacement cost loss settlement provisions and make claim under this policy for buildings on an actual cash value basis. You may then make claim for any additional liability according to the provisions of this Condition C. Loss Settlement, provided you notify us of your intent to do so within 180 days after the date of loss.

**IMPORTANT: IF YOU HAVE CHOSEN THE ACTUAL CASH VALUE OPTION FOR BUILDING AND OTHER STRUCTURES PROPERTY LOSS SETTLEMENT IN ORDER TO REDUCE YOUR PREMIUM, THE ACTUAL CASH VALUE LOSS SETTLEMENT OPTION WILL BE REFLECTED ON YOUR DECLARATIONS PAGE AND ALSO AS AN ENDORSEMENT TO THIS POLICY.**

### D. Loss to a Pair or Set

In case of loss to a pair or set we may elect to:

1. Repair or replace any part to restore the pair or set to its value before the loss; or
2. Pay the difference between the actual cash value of the property before and after the loss.

E. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a Mexican court of record in the Mexican state where the residence premises is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they agree, they will submit their differences to an umpire. Decision agreed to by any two will set the amount of loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

F. Other Insurance and Service Agreement

If a loss covered by this policy is covered by:

1. Other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or
2. A service agreement, this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

G. Suit Against Us

No legal action can be brought against us unless there has been full compliance with all of the terms under Section I of this policy and the action is started within two years after the date of loss. All suits against us or our agents who sell this policy must be brought in the Republic of Mexico only, under the Mexico Judicial system.

H. Our Option

If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with materials of like kind and quality.

I. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable within 60 days after we receive your proof of loss and:

1. Reach an agreement with you;
2. There is an entry of a final judgment; or
3. There is a filing of an appraisal award with us.

J. Abandonment of Property

We need not accept any property abandoned by an insured.

K. Mortgage Clause

1. If a mortgagee is named in the policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, according to the interests of each. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
2. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
  - a. Notifies us of any changes in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
  - b. Pays any premium due under this policy on demand if you have neglected to pay the premium, and

- c. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Paragraphs E. Appraisal, G. Suit Against Us and I. Loss Payment under Section I. Property Conditions also apply to the mortgagee.

#### L. No Benefit to Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provisions in this policy.

#### M. Nuclear Hazard Clause

1. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
2. Loss caused by the nuclear hazard will not be considered to be caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
3. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

#### N. Recovered Property

If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

#### O. Hurricane, Earthquake, or Volcanic Eruption Period

Damage from the same named hurricane or tropical storm, aftershocks from an earthquake or one or more volcanic eruptions that occur or cause damage within a 72 hours period of the original event will be considered as a single event.

#### P. Policy Period

This policy applies only to loss which occurs during the policy period.

#### Q. Concealment or Fraud

We provide coverage to no insureds under this policy if, whether before or after a loss, an insured has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
2. Engaged in fraudulent conduct; or
3. Made false statements;

relating to this insurance.

#### R. Loss Payable Clause

If the Declaration Page show a loss payee for certain listed insured personal property, the definition of insured is changed to include that loss pay with respect to that property.

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## SECTION II- LIABILITY AND MEDICAL PAYMENTS COVERAGE

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#### A. Coverage A – Personal Liability

If a claim is made or a suit is brought in Mexico against an insured for damages because of bodily injury or property damage caused by an occurrence to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an insured is legally liable, according to the Mexican Judicial System. Damages include prejudgment interest awarded against an insured; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the occurrence has been exhausted by payment of a judgment or settlement. We will provide defense coverage for lawsuits and litigation that occurs solely within the Republic of Mexico judicial system.

## B. Coverage B – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within two years from the date of an accident causing bodily injury. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic device and funeral services. This coverage does not apply to you or regular residents of your household except resident employees. As to others, this coverage applies only:

1. To a person on the insured premises with the permission of an insured; or
2. To a person off the insured premises if the bodily injury:
  - a. Arises out of a condition on the insured location or the ways immediately adjoining;
  - b. Is caused by the activities of an insured;
  - c. Is caused by a residence employee in the course of the residence employee's employment by an insured; or
  - d. Is caused by an animal owned by or in the care of an insured.
3. Medical Payments to Others are paid only when expenses are incurred in Mexico.

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## SECTION II – LIABILITY AND MEDICAL PAYMENTS EXCLUSIONS

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### A. Motor Vehicle Liability

This policy does not cover motor vehicle liability.

### B. Watercraft Liability

This policy does not cover watercraft liability.

### C. Aircraft Liability

This policy does not cover aircraft liability.

### D. Hovercraft Liability

This policy does not cover hovercraft liability.

### E. Coverage A – Personal Liability and Coverage B – Medical Payments to Others

Coverages A. and B. do not apply to the following:

1. Expected or Intended Injury

Bodily injury or property damage which is expected or intended by an insured even if the resulting bodily injury or property damage:

  - a. Is of a different kind, quality or degree than initially expected or intended; or
  - b. Is sustained by a different person, entity, real or personal property, than initially expected or intended.

However, this Exclusion does not apply to bodily injury resulting from the use of reasonable force by an insured to protect persons or property.
2. Business
  - a. Bodily injury or property damage arising out of or in connection with a business conducted from an insured location or engaged in by an insured, whether or not the business is owned or operated by an insured or employs an insured

This Exclusion applies but is not limited to an act or omission, regardless of its nature or circumstances, involving a service or duty rendered, promised, owned, or implied to be provided because of the nature of the business.

  - b. This Exclusion does not apply to:
    - 1) The rental or holding for rental of an insured location;
      - a) On an occasional basis if used only as a residence

- b) On a full time basis if managed by a professional Property Management company
- c) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- d) In part, as an office, school, studio or private garage; and

3. Professional Services

Bodily injury or property damage arising out of the rendering of or failure to render professional services;

4. Insured's Premises Not An Insured Location

Bodily injury or property damage arising out of a premises:

- a. Owned by an insured;
- b. Rented to an insured, or
- c. Rented to others by an insured;

that is not an insured location;

5. War

Bodily injury or property damage caused directly or indirectly by war, including the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

6. Communicable Disease

Bodily injury or property damage which arises out the transmission of a communicable disease by an insured;

7. Sexual Molestation, Corporal Punishment Or Physical Or Mental Abuse

Bodily injury or property damage arising out of sexual molestation, corporal punishment or physical or mental abuse; or

8. Controlled Substance

Bodily injury or property damage arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance as defined by Mexican food and drug laws. Controlled Substances include but are not limited to cocaine, LSD, marijuana, methamphetamine and all other narcotic drugs. However, this exclusion 8. does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

F. Coverage A – Personal Liability Exclusions

Coverage A does not apply to:

1. Liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided in D. Loss Assessment under Section II - Additional Coverages;
- b. Under any contract or agreement entered into by an insured. However, this exclusion does not apply to written contracts:
  - 1) That directly relate to the ownership, maintenance or use of an insured location; or
  - 2) When the liability of others is assumed by you prior to an occurrence;

Unless excluded in a. above or elsewhere in this policy;

- 2. Property damage to property owned by an insured. This includes cost or expenses incurred by an insured or others to repair, replace, enhance, restore or maintain such property to prevent injury to a person or damage to property of others, whether on or away from an insured location;
- 3. Property damage to property rented to, occupied or used by or in the care of an insured. This exclusion does not apply to property damage caused by fire, smoke, or explosion;

4. Bodily injury to any person eligible to receive any benefits voluntarily provided or required to be provided by an insured under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability; or
  - c. Occupational disease law;
  
5. Bodily injury to you or an insured defined under Definitions 9.  
This exclusion also applies to any claim made or suit brought against you or an insured:
  - a. To repay; or
  - b. Share damages with;  
another person who may be obligated to pay damages because of bodily injury to an insured.
  
6. Civil Liability, including Pain and Suffering, for damages claimed by a person as a result of bodily injury or death suffered by another person, including but not limited to claims of loss of consortium and claims of emotional distress.
  
7. Punitive damages or penalties assessed against you by a governmental authority as a result of actions of an insured.

G. Coverage B – Medical Payments To Others

Coverage B does not apply to bodily injury:

1. To a residence employee if the bodily injury:
  - a. Occurs off the insured location and;
  - b. Does not arise out of or in the course of the residence employee's employment by an insured;
  
2. To any person eligible to receive benefits voluntarily provided or required to be provided under any:
  - a. Workers' compensation law;
  - b. Non-occupational disability law; or
  - c. Occupational disease law;
  
3. From any:
  - a. Nuclear reaction
  - b. Nuclear radiation; or
  - c. Radioactive contamination;  
all whether controlled or uncontrolled or however caused; or
  - d. Any consequence of any of these; or
  
4. To any person, other than a residence employee of an insured regularly residing on any part of the insured location.

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**SECTION II – LIABILITY AND MEDICAL PAYMENTS ADDITIONAL COVERAGES**

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We cover the following in addition to the limits of liability:

A. Claim Expense

We pay:

1. Expenses we incur and costs taxed against an insured in any suit we defend:
  
2. Premiums on bonds required to a suit we defend, but not for bond amounts more than the Coverage A. limit of liability. We need not apply for or furnish any bond;
  
3. Reasonable expenses incurred by an insured at our request, including loss of earnings (but not loss of other income) up to \$250 per day, for assisting us in the investigation or defense of a claim or suit; or

4. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

**B. First Aid Expense**

We will pay expenses for first aid to others incurred by an insured for bodily injury covered under this policy. We will not pay for first aid to an insured.

**C. Damage to Property Of Others**

1. We will pay, at replacement cost, up to \$1,000 per occurrence for property damage to property of others caused by an insured.
2. We will not pay for property damage:
  - a. To the extent of any amount recoverable under Section I;
  - b. Caused intentionally by an insured who is 13 years of age or older;
  - c. To property owned by an insured;
  - d. To property owned by or rented to a tenant of an insured or a resident in your household; or
  - e. Arising out of:
    - 1) A business engaged in by an insured;
    - 2) Any act or omission in connection with a premises owned, rented or controlled by an insured other than the insured location; or
    - 3) The ownership, maintenance, occupancy, operation, use, loading or unloading of aircraft, hovercraft, watercraft, or motor vehicles.  
This exclusion e.3) does not apply to a motor vehicle that is designed to assist a handicapped insured.

**D. Loss Assessment**

1. We will pay up to \$1,000 for your share of loss assessment charged against you, as owner of the residence premises, during the policy period by a corporation or association of property owners, when the assessment is made as a result of:
  - a. Bodily injury or property damage not excluded from coverage under Section II – Exclusions; or
  - b. Liability for an act of a director, officer or trustee in the capacity as director, officer or trustee, provided such person:
    - 1) Is elected by members of a corporation or association of property owners; and
    - 2) Serves without deriving any income from the exercise of duties which are solely on behalf of the corporation or association of property owners.
2. Paragraph I. Policy Period under Section II – CONDITIONS does not apply to this Loss Assessment Coverage.
3. Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of:
  - a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
  - b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
4. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

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**SECTION II – LIABILITY AND MEDICAL PAYMENTS CONDITIONS**

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**A. Limit of Liability**

Our total liability under Coverage A for all damages resulting from any one occurrence will not be more than the Coverage A limit of liability shown on the Declaration Page. This limit is the same regardless of the number of insureds, claims made or persons injured. All bodily injury and property damage resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful condition shall be considered to be the result of one occurrence.

Our total limit of liability under Coverage B for all medical expenses payable for bodily injury to one person as the result of one accident will not be more than the Coverage B limit shown in the Declaration Page.

## B. Severability Of Insurance

This insurance applies separately to each insured. This condition will not increase our limit of liability for any one occurrence.

C. In case of an occurrence, you or another insured will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following is prejudicial to us. You will help us by seeing that these duties are performed:

1. Give written notice to us or our agent as soon as is practical, which sets forth:
  - a. The identity of the policy and the named insured shown in the Declarations;
  - b. Reasonable available information on the time, place and circumstances of the occurrence; and
  - c. Names and addresses of any claimants and witnesses;
2. Cooperate with us in the investigation, settlement or defense of any claim or suit;
3. Promptly forward to us every notice, demand, summons or other process relating to the occurrence;
4. At our request, help us:
  - a. To make settlement;
  - b. To enforce any right or contribution or indemnity against any person or organization who may be liable to an insured;
  - c. With the conduct of suits and attend hearings and trials; and
  - d. To secure and give evidence and obtain the attendance of witnesses;
5. With respect to C. Damage to Property Of Others under Section II - Additional Coverages, submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in an insured's control;
6. No insured shall, except at such insured's own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the bodily injury.

## D. Duties Of An Injured Person – Coverage B – Medical Payments to Others

1. The injured person or someone acting for the injured person will:
  - a. Give us written proof of claim, under oath if required, as soon as is practical; and
  - b. Authorize us to obtain copies of medical reports and records
2. The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

## E. Payment Of Claim – Coverage B – Medical Payments To Others

Payment under this coverage is not an admission of liability by an insured or us.

## F. Suit Against Us

1. No action can be brought against us unless there has been full compliance with all of the terms under this Section II.
2. No one will have the right to join us as a party to legal action against an insured.
3. Also, no legal action with respect to Coverage A can be brought against us until the obligation of such insured has been determined by final judgment or agreement signed by us.

## G. Bankruptcy Of An insured

Bankruptcy or insolvency of an insured will not relieve us of our obligation under this policy.

## H. Other Insurance

This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

## I. Policy Period

This policy applies only to bodily injury or property damage which occurs during the policy period.



## J. Concealment Or Fraud

We do not provide coverage to an insured who, whether before or after a loss, has:

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

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## SECTION I AND II – PROPERTY, LIABILITY AND MEDICAL PAYMENTS CONDITIONS

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### A. Liberalization Clause

If we make changes which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of this policy; or
2. An amendatory endorsement

### B. Waiver Or Change Of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

### C. Cancellation

1. You may cancel this policy at any time by returning to us or by advising us in writing of the date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by advising you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown on the Declaration Page. Proof of mailing will be sufficient proof of notice.
  - a. When you have not paid the premium, we may cancel at any time by letting you know 10 days before the date cancellation takes effect.
  - b. When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the cancellation takes effect.
  - c. When this policy has been in effect for 60 days or more, or at anytime if it is a renewal with us, we may cancel:
    - 1) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
    - 2) If the risk has changed substantially since the policy was issued

This can be done by letting you know at least 30 days before the cancellation takes effect.

3. When this policy is cancelled by you, we will return to you the corresponding unused premium according the period in which the policy remains in force by calculating the return premium as outlined in the following short rate cancellation table:

<u>Period in Force</u>	<u>Percentage of Annual Premium Earned</u>
Up to 3 months	30%
Up to 6 months	60%
Up to 9 months	80%
Over 9 months	100%

4. If we cancel the policy, we will return to you the prorated premium for the term that the policy will not be in force.
5. If you or we choose to cancel this policy in accordance with 3. or 4. above the Policy Fee is fully earned and is not subject to refund.
6. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date of cancellation takes effect.

#### D. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your address shown in the Declaration Page, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

#### E. Assignment

Assignment of this policy to another named insured will not be valid unless we give our written consent.

#### F. Subrogation

An insured may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an insured must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to Coverage B or Paragraph C. Damage to Property Of Others Under Section II – Additional Coverages.

#### G. Territory

Coverage under this policy applies in Mexico only. All claims and suits under this policy must be brought in Mexico under the Mexican legal system in order to be covered. The courts of Mexico are the exclusive jurisdiction for any coverages and/or coverage disputes arising under this policy. There is no coverage under this policy for any losses, claims, or litigation brought by you, or against you, under this policy in any jurisdiction except Mexico.

#### I. Death

If any person named in the Declaration or the spouse, if a resident of the same household dies, the following will apply:

1. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under this policy at the time of death; and
2. insured includes:
  - a. An insured who is a member of your household at the time of your death, but only while a resident of the residence premises; and
  - b. With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

#### J. Currency

Monetary values expressed in this policy, including the premium, policy fee, applicable taxes, and the limits of liability are expressed in U.S. dollars. The company reserves the right, as appropriate, to pay for repairs or settle liability claims in the equivalent of Mexican pesos.

In the event of a total loss, and at your request, payment will be made in U.S. dollars.

The premium must be paid in U.S. dollars.

#### K. Language

The English language text contains the official conditions of this contract.

#### L. Article 25 of Mexican Insurance Statutes

If the contents of this policy or its endorsements do not agree with the offer, the insured can request a redress within 30 days of receipt of this policy. After this time, the Conditions and endorsements of this policy are considered as accepted.

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### SECTION III – MANDATORY ENDORSEMENTS

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#### ENDORSEMENTS ATTACHED TO AND FORMING PART OF THIS POLICY

The following endorsements apply to all Policies, without exception:

1. MANDATORY WAITING PERIOD FOR CATASTROPHIC COVERAGE (ACEIIGHO-WAIT)
2. LIMITATION CLAUSE FOR PALAPAS AND PALAPA STRUCTURES (ACEIIGHO-LAPA)

The text of the endorsements will also print with your Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**MANDATORY WAITING PERIOD FOR  
CATASTROPHIC COVERAGE**

**CONDITIONS FOR COVERAGE**

In consideration of the indication of such coverage on the declarations page, and payment of the corresponding premium, it is hereby understood and agreed that coverage as afforded under:

Coverage F - Earthquake and Volcanic Eruption

Coverage G – Hydro-Meteorological Phenomena,

which includes coverage for

1. Hurricane, Cyclone, Windstorm and Hailstorm
2. Flood
3. Tidal Waves;

Is hereby amended as follows:

**Important Binding Limitation:**

It is expressly agreed and understood that for:

1. Any New Business
2. Any increase in Property Values of Existing Business
3. Any renewal or reinstatement of Coverage of existing Business in which the Policy Period was interrupted or lapsed for any reason;

there shall be an automatic **WAITING PERIOD** of **10 days** from the purchase date and time of the policy, for any loss arising out of any known or identified phenomena or perils for which coverage may be afforded under such section, including, but not limited to: Tropical Depressions, Tropical Storms, Hurricanes, Earthquakes, Volcanic Activity, Tsunamis or Tidal Waves.

Only losses that are not related to such phenomena are considered covered during such Waiting Period.

(ACEIIGHO-WAIT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**LIMITATION CLAUSE FOR PALAPAS AND PALAPA STRUCTURES**

In consideration of the premium charged for this policy, it is hereby understood and agreed that coverage as afforded by this policy under all Sections:

Is hereby amended as follows:

**Definitions:**

**“Palapas”** means highly volatile and combustible material, also known as thatch, usually of dry leaves of palm or the like and used as roofs or roof covers in structures and buildings.

**“Palapa Structures”** means those buildings or structures that have exterior roofs with Palapa material; and where all exterior walls and ceilings are not made of solid masonry construction.

**No coverage whatsoever under any section of this policy will be afforded to any insured location on which dwellings contain Palapas or Palapa Structures.**

(ACEIIGHO-LAPA)

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**Section IV: OPTIONAL ENDORSEMENTS**

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If you have chosen any of the following optional endorsements, which may change the number of insureds on the policy, the type of insured premises, limits on certain property, your loss settlement provisions, or your covered perils, those changes are reflected on your Declarations page, and those endorsements print with your Declarations pages.

**IMPORTANT: These endorsements are optional. Unless you specify your need for the endorsement in the application process, and unless coverage is indicated on the declarations page, the corresponding premium has been paid, and the endorsement prints with the declarations page, the endorsement is not applicable.**

- ACEIIGHO-ADDIN – Additional Insured
- ACEIIGHO-CONDO – Condominium unit owner’s endorsement
- ACEIIGHO-INCLI – Increased Special Limits of Liability (for special property)
- ACEIIGHO-DWLALL – Section 1 Coverage A and B (Buildings and Other Structures) - Named Peril to All Risk Coverage Form
- ACEIIGHO-PROPALL – Section 1 Coverage C (Personal Property)–Named Peril to All Risk Coverage Form
- ACEIIGHO-DWACV – Section 1 Coverage A and B (Buildings and Other Structures) Actual Cash Value Loss Settlement for Buildings and Other Structures
- ACEIIGHO-PROPRC – Section 1 Coverage C (Personal Property)–Personal Property Replacement Cost

**Commissions and Compensation to Intermediaries or Individual Agents**

While this insurance policy is in force, the insured may request in writing from us the percentage of the premium that corresponds to commission or compensation paid directly to the intermediaries or individual agents who distribute this product of insurance. We will provide such information in writing or by email in a period not greater than 10 working days after receipt of the request.

**Compliance with Requirements of the National Commission of Insurance and Bonding**

The documents and the filing that support the pricing assumptions, the terms the conditions of coverage, and underwriting criteria for this product are on file with Mexico’s National Commission of Insurance and Bonding and are in conformity with the following Articles of the laws of the Republic of Mexico: 36, 36As, and 36D of the “Ley General de Instituciones y Sociedades Mutualistas de Seguros.