



# GENERAL CONDITIONS

Civil Liability Insurance

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This translation is provided as a courtesy. The Spanish texts of the general and particular conditions of the *Policy* prevail at all times.

## Did you know that, as a Contracting Party, Insured or Beneficiary of an Insurance *Policy*, you have the following rights?

### When taking out your *Policy*

- Ask your Agent, Broker, *Employees* or representatives of *HDI SEGUROS* for identification that accredits them as such.
- Know the amount of commission or direct compensation that corresponds to your Agent for the *Insurance Contract*.
- Receive information that allows you to know the General Conditions of your *Insurance Contract*, including the real scope of the contracted coverage, how to keep it, as well as the reasons for its termination.

### When you make a Claim.

- Receive the payment (if applicable) even if the *Insurance Contract Premium* has not been paid, if the *Grace Period* for its payment has not expired, in accordance with the provisions of Article 40 of the *Insurance Contract Law*.
- Know that, in the *Damage* insurance, if the affected coverage does not have automatic reinstatement, any compensation that *HDI SEGUROS* pays you reduces the sum insured by the same amount. This can be reinstated upon a written request on your part and accepted by that same means, and you must pay the *Premium* corresponding to said reinstatement.
- Collect compensation for late payment in case of non-timely payment of the *Insured Amount*.
- Request the issuance of a technical opinion from CONDUSEF, if both you and *HDI SEGUROS* did not submit to arbitration.
- Receive advice on the status or next steps for your claim from *HDI SEGUROS* staff.

In case of any questions, we put our telephone number at your disposal: (MX local code) 477 740 2827.

Additionally, you can go to our Customer Service, located at 5003 th. San Juan Bosco Boulevard, Col. Rancho Seco, Z.C. 37669, León, Guanajuato, México, from Monday to Thursday from 9:00 a.m. to 5:00 p.m. and Friday from 9:00 a.m. to 3:30 p.m.

## Dear Insured:

This document includes the General Conditions of your Civil Liability Insurance, which will govern the rights and obligations between you and *HDI SEGUROS*.

Is very important that you ask your insurance agent to explain the scope of these General Conditions, as well as the other terms that appear in your *Policy*.

## FIRST PART: DEFINITIONS

The following definitions shall have the meaning expressed for all purposes of your *Insurance Contract*.

### Accessories

Mechanical parts or assemblies that are mounted on the insured asset to transform it or simply to increase its performance, facilitate its handling, or make it more regular or safe, without considering the structures or supports.

### Accident

Any eventuality arising from a sudden, fortuitous and external cause that causes material *Damage* to property or bodily injury or the death of a *Third Party*, without the fault or negligence of the Insured occurring.

### School Accident

Is considered to be any bodily injury suffered by a student during activities directly or indirectly related to their status as a student, including sports, cultural, recreational activities, assemblies, study trips, internships, or "end of degree" activities, and similar, provided that these activities were organized by the educational institution for which the Insured was responsible, in custody, or under the care of the Insured.

### Risk Aggravation

Situation that occurs when, due to certain events beyond the control of the Insured, the risk covered by the Policy becomes more dangerous than initially anticipated; Its modification or alteration implies the obligation to notify *HDI SEGUROS* so that it can choose between the continuation of its coverage or the termination of the contract, under the terms of the Insurance Contract Law.

### Antiquity

- For new goods, this will be the period elapsed from the date of purchase until the date of damage to the property covered by the Policy.
- For used goods, this will be the period elapsed from the date of manufacture until the date of damage to the property covered by the Policy.

### Shoring

A system composed of a series of props or posts acting together, intended to support structures or the ground. These are generally temporary and are used in the event of instability of either the ground and/or the structure.

### Common Areas

These are property and spaces that belong jointly to the condominium owners and whose use, utilization, and maintenance will be regulated by the respective Condominium Law, its regulations, the Articles of Incorporation,

and the Internal Regulations.

### **Weapon**

An instrument, means, or machine intended for attack or defense.

### **Insured**

Natural or legal person to whom, with the payment of the insurance premium, the rights to the claim for services, payments or benefits derived from the Policy. The name of the Insured is indicated on the Policy cover. The Insured may be the contracting party.

### **Alcoholic Beverages**

These are beverages that contain ethanol (ethyl alcohol). Depending on the preparation, a distinction can be made between beverages produced by alcoholic fermentation (such as, but not limited to, wine, beer, cider, mead, sake, among others) and those produced by distillation (such as, but not limited to, brandy, whisky, tequila, rum, vodka, gin, among others).

### **Beneficiary**

Person designated in the Policy by the Insured or contracting party, as the holder of the compensation rights.

### **Preferred Beneficiary**

A natural or legal person who, by prior agreement between *HDI SEGUROS* and the Policyholder, is entitled to the corresponding service or payment for the risks covered by this Policy and up to the maximum limit of liability for any other person.

### **Warehouse**

Property used exclusively for the storage of merchandise.

### **Bullying**

A term derived from the verb "to bully," which means "to intimidate." Bullying is any form of psychological, verbal, or physical abuse occurring among students repeatedly over a period within the educational establishment mentioned as covered by this Policy.

### **Fortuitous event or force majeure**

Event that cannot be attributed to the Contracting Party or Insured because he is prevented from complying due to an event that is outside the control of his will, which he has not been able to foresee or which, even if he had foreseen it, he has not been able to avoid.

### **Assignment**

The action and effect of handing over or relinquishing something in favor of another.

### **Foundation**

Part of a building below ground level or below the first level to which there is access, made of masonry, reinforced concrete, steel, or concrete, which transmits the loads supported by a structure to the subsoil.

### **Coinsurance**

Percentage of the loss or damage that the insured bears at their own expense in the event of a covered loss. This

percentage applies after the Deductible. The coinsurance is indicated in the Policy.

### **Collision**

Crash of two vehicles or other bodies, at least one of which is in motion.

### **Condominium**

Group of apartments built horizontally or vertically for residential use and that belong to different owners, who have exclusive property rights over their unit and co-ownership rights over the common areas of the property.

### **CONDUSEF**

National Commission for the Protection and Defense of Users of Financial Services.

### **Solid Construction**

The buildings that contain in their construction:

- **WALLS:** made of stone, partition, cement block, tepetate, adobe or reinforced concrete, and there may be sections of glass block or any equally resistant material.
- **MEZZANINES:** metal vault, vaults, siporex, steel slab, tridilosa, brick vault on an iron or reinforced concrete framework.
- **CEILINGS:** concrete, brick vault, joist and vault, siporex, steel slab, tridilosa with concrete or mixture with a minimum thickness of 2 1/2 (two and a half) centimeters.
- **STRUCTURE:** structural steel, reinforced concrete, based on concrete load-bearing walls, partition walls, adobe or masonry.
- Buildings that include the following are considered like Solid Construction, but under the concept of "industrial warehouse":
- **WALLS OR ROOFS:** made of sheet metal, multi-panel, or asbestos. When these materials are present in an area greater than 20% of the total walls or roofs themselves.
- **FACADES:** made of glass, provided they are designed and executed in accordance with the building regulations in force at the time of construction.
- **STRUCTURE:** made of structural steel, reinforced concrete, or wood.

### **Pollution**

Presence in the environment of one or more pollutants, or any combination of them, poses a threat to the ecological balance.

### **Gradual or Slow Pollution**

Any type of emission that does not occur suddenly, unexpectedly, accidentally, or unforeseen.

### **Counterpart to the Contract**

Natural or legal person who contracts the services of the Insured.

### **Contracting Party**

Natural or legal person whose name appears on the Policy and who has the obligation to pay the premium.

### **Contractors**

A natural or legal person who, through a contract, assumes the obligation to carry out a specific work or service for another party, using their own means, or through the contracting of third-party services.

### **Deposit Contract**

A voluntary agreement by one party (the depositary) receives from another party (the depositor) a movable good, which the depositor entrusts to the depositary, with the obligation to safeguard it and return it upon request. In the Deposit Contract, the parties pursue a strict custodial purpose, so the deposit never constitutes, by its very essence or nature, a commercial transaction or a transfer of ownership or possession.

### **Insurance contract**

Agreement by which *HDI SEGUROS* undertakes, through the payment of a premium, to compensate for damage or to pay a sum of money upon verification of the eventuality provided for in the Contract. The Policy, the application, the payment Receipt, the General Conditions and the Endorsements, if applicable, are part of and constitute evidence of the Insurance Contract entering the Contracting Party and *HDI SEGUROS*.

### **Gross Negligence**

It implies the imputation of some responsibility because of an action or failure to do, to which the person was obliged. There is a certainty that doing or not doing will cause harm.

### **Damage**

Personal or material loss produced as a direct consequence of an incident.

### **Genetic Damage**

A change, alteration, or modification capable of affecting the original biology, anatomy, or genetic integrity of a person.

### **Material Damage**

Any physical damage, loss, impairment or deterioration of goods and properties as a result of any of the risks covered.

### **Moral Damage**

Damages that a person suffers in their feelings, affections, beliefs, decorum, honor, reputation, private life, configuration and physical aspects, or in the consideration that others have of themselves. It will be presumed that there was Moral Damage when the freedom or physical or mental integrity of people is unlawfully violated or impaired.

### **Pure Financial Damages**

Financial loss is caused to Third Parties, other than as a result of physical damage to their property or persons.

### **Damage to the Contracting Party**

Damage caused by the Insured resulting from construction work or services to other property owned by the Contracting Party that is not or is not related to the work or services covered by the contracts.

### **Deductible**

Fixed amount payable by the Insured or Beneficiary for each loss covered by the insurance, established in the Policy. If the amount of the loss is less than the Deductible, the total amount of the loss will be borne by the Insured or Beneficiary. The Deductible is indicated in the Policy.

### **Organized Crime**

organization or group of three or more individuals to permanently or repeatedly engage in conduct that has the purpose or result of committing a crime referred to in the applicable regulations on organized crime.

### **Demolition**

Process by which a building, construction or other standing structures are destroyed in a planned manner.

### **Depreciation**

Decrease in value suffered by a covered good because of deterioration due to normal use and the passage of time or obsolescence.

### **Disappearance**

In general, it is that absence or lack of the object that occurs in an inexplicable way or without apparent cause.

### **Disassembly**

Action and effect of disassembling, separating or undoing.

### **Bad Faith**

Actions or omissions used by one person to mislead another. Fraudulent or deceptive conduct by one party toward the other in a contractual relationship, whether in the preparatory phase of the contract or during its term and performance.

### **Employee or Worker**

A natural person who provides subordinate personal work to another person or entity.

### **Endorsement**

Document issued by *HDI SEGUROS*, following prior agreement between the parties, through which the original contract conditions are modified.

### **Equipment**

A set of utensils, clothing, or instruments used by a person in the performance of a work activity or profession.

### **Contractor Equipment**

Any heavy machinery used for civil works or to move large loads, such as, but not limited to: forklifts, front-end loaders, cranes, agricultural tractors, etc.

### **Homemade Equipment**

Machines, boilers, equipment, and accessories that do not bear a brand of manufacturer to guarantee their integrity in terms of design and service.

### **State of Intoxication**

A clinical condition determined by a physician assigned to any administrative or judicial authority or by laboratory examination, whether private or from a public health institution, resulting from intoxication caused by the ingestion of alcoholic beverages when the person has a blood alcohol level greater than 0.8 grams per liter or an exhaled alcohol level greater than 0.4 milligrams per liter.

### **Structure**

This is the system comprising all the elements designed to support the permanent, variable, or accidental loads to which a building will be subjected during its useful life. These elements may include columns, beams or girders, slabs or floor systems, concrete walls, steel or concrete bracing, and masonry load-bearing walls. (Masonry walls that serve solely as dividers are not considered Structures.)

### **Event**

Accident or phenomena that occur within the term of the Policy and that are directly derived from the same cause and that occur during the same period.

### **Explosion**

Instant and forced tearing, breaking of an object due to the expansion of gases, vapors or liquids contained in it.

### **Disappearance**

In general, it is that absence or lack of the object that occurs in an inexplicable way or without apparent cause.

### **Conventional Date**

Date, prior to the effective validity, from which applicable risks are covered. The Conventional Date will be indicated in the Policy for the "Claims-Made" coverage contracted by the Insured through express agreement.

### **Fortuitous Event**

An event occurs without human intervention.

### **Guest Lodging**

Lodging service provided by the Insured, and which has the corresponding licenses and registrations from the authority to carry out this activity, to a person or group of people in exchange for payment of a certain rate, giving its clients access to lodging in a room, shelter, house, building, cabin, apartment, hotel, motel, inn or similar establishment, and which can generally be extended to other complementary services, such as food, work meetings and sports or Recreational options. In this way, travelers have the possibility of staying overnight in a room, eating, resting, working or vacationing at the Insured's facilities.

### **Strike**

Temporary suspension of work carried out by a group of Employees, as pressure on the company, with the purpose of achieving and/or demanding certain working or social conditions, the Strike may be legally existing or non-existent, as well as legal or illegal.

### **Seizure**

A legal action taken by the Authority, in the exercise of its functions, through which it takes legal possession of money or certain assets from a person.

### **Fire**

Damage or loss of insured property as a direct result of fire or flames that develop out of control.

### **Compensation**

Payment made by *HDI SEGUROS* to the Insured because of losses or Damage due to a covered risk to the covered assets. Compensation may be in money or through the repair or replacement of damaged goods with

others of the same characteristics or conditions. The Compensation has the maximum limit of liability as stipulated in the Policy for each coverage.

### **Drugs Use or Medications**

Clinical condition determined by a physician assigned to any Administrative or Judicial authority or through a laboratory examination, whether private or from a Public Health Institution, resulting from intoxication caused by mineral, plant, and/or chemical substances, regardless of their degree or intensity, the effects of which may be stimulant, depressant, narcotic, or hallucinogenic, even when ingested under medical prescription.

### **Start of Validity**

The date from which the Insured is entitled to the benefits of the Insurance Contract.

### **Building or Property**

Set of main and accessory physical buildings located within the Premises, which are the subject of this insurance and are occupied by the Insured for the performance of their activities. The Property will be specified in the Policy. False ceilings, fixed carpets, tapestries, and wood attached to the floor, walls, or ceilings, as well as independent fences and walls of the property and additional constructions on the same building, are considered part of the property. In the case of properties under the condominium regime, the proportional shares of the construction elements that are part of the common areas within the property are included.

### **Installations**

Equipment or fixed additions to buildings, necessary to provide complementary services for their use. **Machinery and equipment for industrial and commercial activities or special installations for a specific purpose are not considered installations.**

### **Jewelry**

Objects intended for personal adornment, created from combinations of: metals and/or precious stones, pearls or fine stones.

### **C.S.L. (L.U.C.)**

Combined Single Limit. When indicated in the Policy, the insured amount may cover as a single and combined limit two or more locations.

### **Machinery**

Goods subject to hydraulic, mechanical, magnetic, wind, solar, or electric drive, or a combination thereof, that are properly installed and operate normally on the Premises described in the Policy.

### **Electronic Media**

Communication media allow the storage, distribution, or use of electronic information, such as: the internet, fax, video calls, and email.

### **Goods or Merchandising**

All types of finished products, specific to and necessary for the insured business, not manufactured by the Insured, intended for sale.

**Mixture**

The union of two or more components without a chemical reaction. In a Mixture, each component maintains its identity and properties.

**Furniture**

Movable goods, sideboards, counters, display cases, shelves, and shelving in general, specific to and necessary for the insured business.

**Riot**

Tumultuous assembly and disturbance of public order with the use of protest, disobedience or violence against people or things or threats to authority to intimidate it or force it to make some determination, carried out by a group of people to obtain recognition or grants any right, to make use of it, pretexting its exercise or to avoid compliance with a law.

**Solid Wall**

See Solid Construction.

**Lightweight Walls**

Those built with materials other than stone, brick, partition wall, cement block, tepepate, adobe, or reinforced concrete.

**Retaining Wall**

A rigid structure designed to contain some material, usually earth. Their purpose is to resist lateral and vertical pressures produced by the material retained behind them. They can be located below the level of the lowest accessible floor, also serving as foundations, and can be independent, located outside a building without bearing any load and not attached to the Structure of a Building.

**Negligence**

Carelessness, lack of diligence, failure to provide due attention and care in actions, in the management of property, or in the fulfillment of an obligation.

**Level**

Utilitarian space between two construction elements (floor and ceiling), with a minimum height of 1.50 meters.

**Operator**

Employee of the Insured who is responsible for handling, driving and directing machinery, equipment or Drone.

**Goldsmithing**

Tableware, religious and ornamental objects in general, are created from precious metals, mainly gold and silver.

**Total Loss**

Destruction of the insured assets physically or functionally or when the repair cost of each of the insured assets is greater than its Replacement Value.

**Consequential Losses**

Any loss of profit, utility, benefit or other similar, as well as fixed expenses and salaries resulting from the

stoppage or obstruction of business operations due to the occurrence of the risks covered.

### **Indirect Damages**

Verifiable economic loss, due to the lack of damaged goods during the time necessary for their repair or replacement. In injuries, the period of inability of the injured person to carry out his or her activities in the way he or she did before the injury occurred will be understood.

### **Grace Period**

It is the period of days that the contracting party or Insured must pay the insurance Premium. After this period has elapsed without payment having been made, the Insurance Contract will be automatically cancelled.

### **Policy**

Document that forms an integral part of the Insurance Contract concluded between *HDI SEGUROS* and the Insured, which stipulates the terms, conditions, rights and obligations of the parties.

### **Premises**

Delimited area of land owned by the Insured or which he has under lease, in which the activities covered by this insurance are carried out and whose address or location is indicated in the Policy.

### **Premium**

Payment of the insurance or the financial contribution that the Contracting Party must pay to *HDI SEGUROS* for the risks covered by the Policy.

### **Resulting Product**

A product obtained by combining, mixing, chemically transforming, or physically transforming the product of the Insured with the product of a third party (or client).

### **Pro rate**

Proportional part of the premium, calculated for the contracted period.

### **Rebellion**

Action and effect of people who, not being active military personnel, with violence and use of weapons, try to:

- abolish or reform laws or regulations,
- reform, destroy or prevent the integration of governmental or constitutional institutions, or their free exercise and/or,
- remove or prevent any of the government officials or constituted authority from performing their duties.

### **Supporting**

It is a structural reinforcement placed on the foundation of an already completed building.

### **RECAS**

Registration of insurance contracts in CONDUSEF.

### **Claim**

Procedure carried out by the Insured to *HDI SEGUROS* to request the benefits stipulated in the Insurance Contract because of a covered risk.

### **Recreational**

Use exclusively for entertainment, leisure, and non-profit purposes.

### **Removal**

Action and effect of removing, changing, or taking away.

### **Revolution**

Disorder or disturbance, uprising or revolt, with the aim of provoking a violent and radical change in the political institutions of a society or State, or an abrupt change in the social, economic or moral sphere of a society or State.

### **Theft with Violence**

Act perpetrated by any person who, using violence, leaves visible signs or evidence of said violence in the property where the covered assets are located, as well as acts perpetrated with the use of violence or force on the people in charge of the covered property.

### **Sabotage**

Acts of a persons who, by themselves, or on behalf of someone or in connection with any organization or government, Damage, destroy, harm or unlawfully hinder communication channels, public services, functions of state agencies, decentralized public organizations , state-owned companies, autonomous constitutional bodies or their facilities; steel, electrical or basic industry plants; production or distribution centers of necessary consumer items of weapons, ammunition or War implements, in order to disrupt the economic life of the country or affect its defense capacity.

### **Salvage**

Set of material goods rescued during or after the occurrence of a loss.

### **Loss**

Eventuality provided in the contract that gives a right to Compensation by *HDI SEGUROS* in the terms and conditions of the Insurance Contract.

### **Underpinning**

This is the structural reinforcement of a wall or foundation in buildings under construction or repair.

### **Insured Amount**

This is the amount set by the Insured in each of the sections, coverage, specific risk, or value of a specific property, and constitutes the maximum limit liability of *HDI SEGUROS* in the event of a Loss, for one or all Events. This amount is not proof of the existence or value of the property. The Insured Amounts are detailed on the Policy and its specifications.

### **Third Party**

This is any person completely unrelated to the parties to an obligation, whether that obligation is contractual or legal in nature. The contractual relationship must be understood in relation to the contract and its effects, not in other circumstances or activities.

### **Terrorism**

Acts of one or more people who, by themselves, or on behalf of someone or in connection with any organization

or government, carry out activities by force, violence and/or threat thereof, or by the use of any other means for political purposes, religious, ideological, ethnic or of any other nature, intended to overthrow, influence or pressure the government to attack national or international security, pressure authority at any level, any agency or organization or a particular, to force them to make a determination, or alter and/or influence the functioning of any sector of the economy, or direct and indirect material losses or Damages that, with a mediate or immediate origin, are the result of 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, firearms or by Fire, Flood, or by any other violent or non-violent means, against people, things, or public services and that, in the face of the threat or possibility of repetition, produce alarm, fear, terror or anxiety in the population or in a group or sector, to disturb the public peace.

### **Chemical Transformation**

A chemical reaction that occurs in the process of combining two or more products.

### **Physical Transformation**

A manufacturing or production process through which a product is essentially modified, changing its shape or structure, but not its composition. Physical Transformation occurs when the process performed does not involve a combination or mixture with another product.

### **UMA (*Unidad de Medida y Actualización*)**

Unit of Measurement Updated. It is the economic reference in Mexican pesos to determine the amount of payment of the obligations and assumptions provided for in the federal laws, the federal entities, as well as in the legal provisions that emanate from all the above.

### **UNE**

*HDI SEGUROS* specialized Customer Service Unit.

### **Union**

Maintaining contact between one or more products with the product of the Insured.

### **Vehicle**

A vehicle including parts and accessories which the manufacturer originally adapts to each specific model and type it introduces to the market. **Motorcycles, scooters, or similar vehicles are not included.**

### **Validity**

period in force of the Insurance Contract.

### **Computer virus**

Malicious software that consists of contaminating, harmful or similar instructions, or unauthorized codes, including sets of instructions or codes, programmable or other, maliciously introduced and unauthorized, that self-propagate through computer systems or networks of any nature.

### **Rollover**

This is the loss of balance that occurs in a vehicle because of a Collision, poor condition of the road on which it is travelling, mechanical breakdowns or other external factors.

## SECOND PART: SCOPE AND LIMITS OF INSURANCE AND BASIC COVERAGE

### 1. SCOPE

*HDI SEGUROS* is obliged to pay the damages, as well as the consequential moral damages and losses, that the Insured causes to Third-parties and for which the latter must be held responsible, in accordance with the applicable legislation on civil liability in force in Mexico, by non-intentional acts or omissions that occur during the validity of this Policy and that causes death or impairment of the health of said Third-parties, or the deterioration or destruction of their property, according to the clauses and specifications agreed in this Insurance Contract.

### 2. LIMITS

#### 2.1. OBLIGATIONS OF *HDI SEGUROS*

1. Pay for damages, as well as the consequential moral damages and losses, for which the Insured is civilly responsible, in accordance with the Policy and their specific conditions.
2. Pay the defense expenses of the Insured, within the conditions of this Policy. This coverage includes, among others:
  - A. The payment of the amount of premiums for judicial bonds that the Insured must grant as guarantee for payment of sums claimed as civil liability covered by this Policy. **Consequently, premiums for bail bonds that must be provided as security for the Insured to achieve preparatory, provisional or conditional release during a criminal process will not be covered under this Policy.**
  - B. Payment of legal expenses, costs and interest that the Insured must pay by enforceable judicial or arbitration resolution.
  - C. Payment of expenses incurred by the Insured in connection with the processing and settlement of claims.

#### 2.2. LIMITS OF RESPONSABILITY

1. The contracted sum insured will be the maximum limit of liability of *HDI SEGUROS*, for one or all claims that may occur during the Policy term.
2. The occurrence of several losses during the Policy term, coming from the same cause, will be considered as a single loss, which, in turn, will be considered to have occurred at the moment in which the first damage in the series occurs.
3. The payment of premiums for bonds and other defense expenses incurred by the Insured, referred to in Section 2.1 above, is covered as a sublimit, but without exceeding 50% of the maximum liability limit contracted in this Policy.

### 3. BASIC COVERAGE: PROPERTIES AND OPERATIONS

These Policy Conditions cover non-contractual civil liability incurred by the Insured arising from activities inherent to the insured business and originating within the insured premises.

Additionally, provided it is indicated as covered in the Policy, non-contractual civil liability incurred by the Insured arising from activities inherent to and necessary for the insured business and originating outside the insured premises is also covered.

This basic coverage of civil liability will be insured in accordance with the predominant activity or line of business of the Insured, as indicated in the Policy, and in accordance with the following:

- A. PROPERTIES AND OPERATIONS FOR COMMERCE AND/OR WAREHOUSES.
- B. PROPERTIES AND OPERATIONS FOR HOTELS AND GUEST ACCOMMODATION
- C. PROPERTIES AND OPERATIONS FOR INDUSTRY AND/OR WORKSHOPS
- D. PROPERTIES AND OPERATIONS FOR BUILDERS
- E. PROPERTIES AND OPERATIONS FOR SCHOOLS AND COLLEGES
- F. PROPERTIES AND OPERATIONS FOR USE OF EQUIPMENT FOR CONTRACTORS
- G. PROPERTIES AND OPERATIONS FOR CLEANING SERVICES COMPANIES
- H. PROPERTIES AND OPERATIONS FOR PRIVATE SECURITY SERVICES COMPANIES

### 3.1. PROPERTIES AND OPERATIONS FOR COMMERCE AND/OR WAREHOUSES

Within the Policy conditions, the non-contractual civil liability incurred by the Insured is covered for damages to Third-parties, arising from the activities of the business mentioned on the Policy, as following:

1. As the owner or lessee of land, buildings or premises used for the business. **To cover the legal liability lessee for damages to a leased property, it is necessary to contract additional coverage 4.10. LEGAL CIVIL LIABILITY OF LESSEE.**
2. Arising from the possession and use of loading and unloading facilities, as well as work machines.
3. Arising from the possession and maintenance of parking spaces at its service. **To cover the civil liability for damages to Third-parties vehicles (or their contents) in possession of the Insured, it is necessary to contract the additional coverage 4.15 CIVIL LIABILITY FOR PARKING.**
4. Arising from the possession and maintenance of sanitary facilities and equipment and facilities recognized by medical science, in case of having a doctor's office. **Professional civil liability of clinics, hospitals, doctor's offices, nursing staff, doctors, health assistants, or other types of health professionals is not covered.**
5. Arising from the possession and maintenance of security facilities at its service (fire service, guard dogs, alarm systems, video surveillance systems, systems for access control to the Insured's facilities and similar).
6. Arising from the possession and maintenance of social facilities at its service (dining rooms, shops, group homes, kindergartens, schools, libraries and similar).
7. Arising from the possession and maintenance of sports facilities, as well as the permission to use and assign places and equipment for the practice of sports for employees of the Insured. **The personal civil liability of participants in sports activities is not covered.**
8. Arising from excursions and festive events organized and carried out by the Insured for its employees.
9. Arising from the ownership or maintenance of advertising installations (advertisements, signs, labels, billboards or others), inside or outside its premises.
10. Arising from its participation in fairs and exhibitions, inside or outside its premises.
11. Arising from the use of bicycles and/or motorized land vehicles, provided that they do not require license plates or legal permission to circulate and are intended for exclusive use within the Insured's facilities, by

employees or clients of the Insured. **The personal civil liability of drivers, operators, crew members or passengers is not covered.**

12. Arising from the use of elevators, escalators and freight elevators.
13. The personal civil liability of its employees and workers against Third-parties, derived from the activity of this coverage, is also insured. **The liability of persons who are not in an employment relationship with the Insured is not covered.**

### 3.2. PROPERTIES AND ACTIVITIES FOR HOTELS AND GUEST ACCOMMODATION

The non-contractual civil liability incurred by the Insured for damages to Third-parties in their property and/or persons, arising from activities to the hotel business and guest lodging, are insured within the conditions in the Policy, as following:

1. As the owner, lessee or usufructuary of land, buildings or premises used for hotel activities or guest lodging. **To cover the legal liability of lessee for damages to leased property, it is necessary to contract additional coverage 4.10. LEGAL CIVIL LIABILITY OF LESSEE.**
2. As the owner, tenant or usufructuary of the facilities for the hotel business and guests lodging, provided that they are located within the insured premises, such as:
  - a) Furniture and decorative objects.
  - b) Kitchens, coffee shops, restaurants, bars, nightclubs.
  - c) Recreation rooms, game rooms, gyms, hair salons, beauty salons, saunas, steam baths, boutiques, jacuzzies and massages rooms.
  - d) Sanitary and electrical installations, television and radio antennas, elevators and freight elevators.
  - e) Childcare service for Employees, guests, tourists or users.
  - f) Security installations at your service, such as: fire service, guard dogs, alarm systems, video surveillance systems, systems for access control to the Insured's facilities and similar.
  - g) Swimming pools, bathrooms, sports facilities, parks and gardens.
  - h) Fuel tanks, installations for air condition installations and machine rooms.
  - i) Garages and parking lots. **To cover the civil liability for damages to Third-parties vehicles (or their contents) in possession of the Insured, it is necessary to contract the additional coverage 4.15 CIVIL LIABILITY FOR PARKING.**
  - j) Advertising installations, such as advertisements, signs, labels, billboards or other similar, inside or outside their premises.
  - k) Health facilities, as well as devices or other facilities recognized by medical science, in the event of having a consulting room for employees, guests, tourists or users. **Professional civil liability of clinics, hospitals, consulting rooms, doctors, nursing staff, health assistants, or other types of health professionals is not covered.**
  - l) Arising from the use of bicycles and/or motor land vehicles, as long as they do not require plates or legal permission to circulate and are intended for exclusive use within the Insured's facilities.
  - m) From the care of domestic animals.
3. As owner, tenant or usufructuary for the provision of additional services to guests or clients, provided that the provision of services is carried out directly by the Insured and is not transferred or granted to Third-parties:

**a) Coat Room Service:** When the insured business has a coat room service, the legal civil liability incurred by the Insured due to non-delivery, as a result of theft and/or loss due to confusion and/or damage to the clothing items that the guest, tourist or user had delivered for safekeeping, in the coat room service, is covered.

**For this coverage to be effective, it is necessary to have control over the entry and exit of the clothing and the rooms where the clothing is stored must be permanently monitored and with restricted access to the personnel in charge.**

The liability limits per item and for all events during the insurance validity are indicated in the Policy.

**The following are not covered:**

- 1. Money, valuables or other goods that are found inside the delivered clothing and about which the guest or client does not inform the Insured's employee.**
- 2. When the guest or client of the Insured has lost the card or password for the coat room and it is not possible to prove the deposit by other means.**

**b) Laundry and Ironing Service:** When the Insured provides guests, tourists or users with the service of washing and ironing clothes, the civil liability incurred by the Insured will be covered for theft with violence or loss from non-delivery due to confusion, as well as damage to the clothes that the guests have delivered in writing for the washing and ironing service.

The liability limits per item and for all events during the insurance validity are indicated on the Policy.

**Liability, loss or damage are not covered:**

- 1. For money, valuables or other property found within the delivered clothing and of which the guest or client does not inform the Insured's employee.**
- 2. When the guest or client of the Insured has lost the token or password for the laundry and ironing service and it is not possible to prove delivery by other means.**

**c) Luggage and personal effects of guests:** The Insured's civil liability is covered for damage or theft due to the disappearance of luggage or personal effects that have been brought into the room of guests and/or their family members and/or their companions. Also included in this coverage are luggage and personal effects received for safekeeping at the reception or concierge of the hotel or lodging establishment.

The limits of liability per suitcase and for all events during the insurance validity are indicated in the Policy.

**The following are not covered for liability, loss or damage:**

- 1. Money, securities, jewelry, high-priced objects, manuscripts, accounting books, plans, models, designs, molds, models, documents, promissory notes, contracts, promises to pay and objects of purely estimated value.**

**d) Receipt of money and valuables:** The Insured's civil liability is covered from theft with violence, assault, fire, explosion or breach of trust by the Insured's staff of: money, valuables and jewelry given by guests to the Insured for safekeeping and custody in safe deposit boxes.

The limits of liability, per event and for all events occurring during the insurance validity are indicated in the Policy.

The following are not covered for liability, loss or damage:

1. Manuscripts, accounting books, plans, models, designs, moulds, documents, promissory notes, contracts, promises of payment and objects of purely estimated value.
4. **Staff liability:** In accordance with the terms of this Policy, the Insured's civil liability to Third-parties for unintentional acts or omissions of its employees and workers, arising from the hotel business or the hosting of guests, its facilities and supplementary services, is also insured. **The liability of persons who are not in an employment relationship with the Insured is not covered.**

### 3.2.1. INSURED OBLIGATIONS

It is a condition for granting this coverage that the Insured complies with the following:

- a) That the provision of all services, activities or work is carried out directly by the Insured and is not transferred or concessioned to Third-parties, individuals or corporations.
- b) Have an express and current license or authorization for the provision of its services or for the performance of activities in its facilities, from a legally constituted federal, state and/or municipal authority, as appropriate.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

### 3.2.2. EXCLUSIONS FOR PROPERTIES AND ACTIVITIES FOR HOTELS AND GUEST ACCOMMODATION

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **PROPERTIES AND ACTIVITIES FOR HOTELS AND GUEST ACCOMMODATION** Coverage, in no case covers the civil liability for:

1. Services that the Insured has granted to Third-parties.
2. Suicide or attempted suicide; mutilations, whether voluntary or committed while under a state of mental alienation, psychic or nervous depression, hysteria, neurosis or psychosis, whatever their clinical manifestations; also, when under the use of drugs or medications prescribed for the treatment of said conditions.
3. Injuries or illnesses that are not related to their stay at the Insured establishment.
4. Intentional abortion or abortion due to natural causes.
5. Injuries when traveling as occupants or crew members of a car or any other vehicle for racing, testing or contesting safety, endurance or speed, as well as when traveling on motorcycles, scooters and other similar motor vehicles, land or water.
6. Injuries suffered by the Third-party, guest, tourist or user as a result of practicing mountaineering, parachuting, diving, charrería, martial arts, skiing, bullfighting, any type of aerial sport and other extreme and/or dangerous sports.
7. Cosmetic or plastic surgical treatments or interventions, except reconstructive ones that are essential as a result of any damage covered in this section.

8. **Claims filed abroad.**
9. **Transporting people outside the insured property.**
10. **Caused to Third-parties by activities or services for which the Insured does not have the corresponding permits or licenses from the corresponding authorities.**

### 3.3. PROPERTIES AND ACTIVITIES FOR INDUSTRY AND/OR WORKSHOP

The non-contractual civil liability incurred by the Insured for damages to Third-parties, arising from activities of the industry and/or workshop mentioned in the Policy, as following:

1. As the owner, lessee or usufructuary of land, buildings or premises used for the industry and/or workshop activities. **To cover the legal liability of lessee for damages to a leased property, it is necessary to contract additional coverage 4.10. LEGAL CIVIL LIABILITY OF LESSEE.**
2. Arising from the possession and use of loading and unloading facilities, as well as work machines.
3. Arising from the possession and maintenance of parking spaces and gas stations at its service. **To cover the civil liability for damages to Third-parties vehicles (or their contents) in possession of the Insured, it is necessary to contract the additional coverage 4.15 CIVIL LIABILITY FOR PARKING.**
4. Arising from the possession and maintenance of health facilities, as well as devices or other facilities recognized by medical science, in the event of having a consulting room. **Professional civil liability of clinics, hospitals, consulting rooms, doctors, nursing staff, health assistants, or other types of health professionals is not covered.**
5. Arising from the possession and maintenance of security installations at your service (fire service, guard dogs, alarm systems, video surveillance systems, systems for access control to the Insured's facilities and similar).
6. Arising from the possession and maintenance of social facilities at its service (dining rooms, shops, group homes, kindergartens, schools, libraries and similar).
7. Arising from the possession and maintenance of sports facilities, as well as the permission to use and assign places and equipment for the practice of sports for employees of the Insured. **The personal civil liability of participants in sports activities is not covered.**
8. Arising from excursions and festive events organized and carried out by the Insured for its employees.
9. Arising from the ownership or maintenance of advertising installations (advertisements, signs, labels, billboards or others), inside or outside its premises.
10. Arising from its participation in fairs and exhibitions, inside or outside its premises.
11. Arising from the use of bicycles and/or motorized land vehicles, provided that they do not require license plates or legal permission to circulate and are intended for exclusive use within the Insured's facilities.
12. Arising from the use of elevators, escalators and freight elevators.
13. Arising from the possession, maintenance and use of railway freight material, fixed or rolling, within its properties.
14. The personal civil liability of its employees and workers against Third-parties, derived from the activity of this coverage, is also insured. **The liability of persons who are not in an employment relationship with the Insured is not covered.**

### 3.4. PROPERTIES AND ACTIVITIES FOR CONSTRUCTORS

The non-contractual civil liability incurred by the Insured for damages to Third-parties, arising from its activities related to the construction work that is being carried out within México and that is mentioned in the Policy, will be covered as follows:

1. As owner, temporary possessor or lessee of land, buildings or premises, which are used to carry out the work or as temporary housing for its employees. **To cover the legal liability of lessee for damages to leased property, it is necessary to contract additional coverage 4.10. LEGAL CIVIL LIABILITY OF LESSEE.**
2. Arising from their activities as a builder, contractor, subcontractor, construction supervisor **(damages that may be suffered by the work carried out by the Insured are excluded).**
3. Arising from the possession and use of loading and unloading facilities, as well as work machines.
4. Arising from the possession and maintenance of parking spaces and gas stations at its service. **To cover the civil liability for damages to Third-parties vehicles (or their contents) in possession of the Insured, it is necessary to contract the additional coverage 4.15 CIVIL LIABILITY FOR PARKING.**
5. Arising from the possession and maintenance of health facilities, as well as devices or other facilities recognized by medical science, in the event of having a consulting room. **Professional civil liability of clinics, hospitals, consulting rooms, doctors, nursing staff, health assistants, or other types of health professionals is not covered.**
6. Arising from the possession and maintenance of social facilities (dining rooms, shops, group homes, kindergartens and similar) exclusively for your company.
7. Arising from the possession or maintenance of advertising installations (advertisements, signs, labels, billboards or others), inside or outside its premises.
8. Arising from the possession and maintenance of security installations (fire service, guard dogs, alarm systems, video surveillance systems, systems for access control to the Insured's facilities and similar).
9. Arising from the use of elevators, escalators and freight elevators.
10. The personal civil liability of its employees and workers against Third-parties, derived from the activity of this coverage, is also insured. **The liability of persons who are not in an employment relationship with the Insured is not covered.**

#### 3.4.1. RISKS EXCLUDED FOR PROPERTIES AND ACTIVITIES OF CONSTRUCTORS

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **PROPERTIES AND ACTIVITIES OF CONSTRUCTORS Coverage**, in no case covers:

1. **Liabilities arising from accidents that occur as a result of alterations to structures, new constructions or demolitions carried out by the Insured or by contractors in his service, in the premises described in the Policy.**
2. **When the Insured is a builder, damages to the construction work itself or to the installations or damages to the machinery and equipment during its assembly is excluded. Construction equipment, materials or machinery used to carry out the work are also not covered.**
3. **When the Insured is a builder and carries out demolition work, the damages to Third-parties that occurs within a radius of action of 50 meters from the place where the**

demolition work is carried out is excluded.

4. When the Insured is a builder and carries out demolition work using explosives, the damages to Third-parties that occurs within a radius of action of one hundred and fifty meters from the place of the explosion is excluded.
5. When the Insured is a builder, the damages caused to land, buildings, parts of buildings or Third-parties installations, are excluded when the Insured does not carry out shoring, supporting or underpinning work, when these works should have been done.
6. When the Insured is a builder, claims arising from consequential damages to telephone, electrical, telegraph lines or other underground, external or overhead conduits, are excluded.

### 3.5. PROPERTIES AND ACTIVITIES FOR SCHOOLS AND COLLEGES

The non-contractual civil liability incurred by the Insured for damages to Third-parties, including damage to students, arising from the activities of schools and colleges mentioned in the Policy, will be covered as follows:

1. As the owner or lessee of land, buildings or premises used for school or college facilities. **To cover the legal liability of lessee for damages to a leased property, it is necessary to contract additional coverage 4.10. LEGAL CIVIL LIABILITY OF LESSEE.**
2. Arising from the possession and use of facilities, as well as machinery and equipment necessary for school activities.
3. Arising from the possession and maintenance of parking spaces at its service. **To cover the civil liability for damages to Third-parties vehicles (or their contents) in possession of the Insured, it is necessary to contract the additional coverage 4.15 CIVIL LIABILITY FOR PARKING.**
4. Arising from the possession and maintenance of health facilities, as well as devices or other facilities recognized by medical science, in the event of having a consulting room. **Professional civil liability of clinics, hospitals, consulting rooms, doctors, nursing staff, health assistants, or other types of health professionals is not covered.**
5. Arising from the possession and maintenance of security installations (fire service, guard dogs, alarm systems, video surveillance systems, systems for access control to the Insured's facilities and similar).
6. Arising from the possession and maintenance of social facilities at its service (dining rooms, shops, group homes, kindergartens, libraries and similar).
7. Arising from the permission to use places and equipment for sport practices by students.
8. Arising from excursions and festive events organized for students. **The personal civil liability of participants in sports activities is not covered.**
9. Arising from the possession or maintenance of advertising installations (advertisements, signs, labels, billboards or others), inside or outside its premises.
10. Arising from its participation in fairs and exhibitions, inside or outside its premises.
11. Arising from the use of bicycles and/or motorized land vehicles, provided that they do not require license plates or legal permission to circulate and are intended for exclusive use within the Insured's facilities.
12. Arising from the use of elevators, escalators and freight elevators.
13. Damages caused to students when they are transported to or from school, as well as by any activity organized off campus, while they are on board transportation owned by the school or by the school contracted for that service.

14. Damages and expenses caused to students that the Insured has under his responsibility, custody, care or guardianship, and that are a direct consequence of bullying, harassment, stalking, mistreatment or abuse committed in the school environment, **except those of a sexual nature.**
15. The personal civil liability of its employees and workers against Third-parties, derived from the activity of this coverage, is also insured. **The liability of persons who are not in an employment relationship with the Insured is not covered.**

### 3.5.1. INSURED OBLIGATIONS

It is a condition for granting this coverage that the Insured complies with the following:

- a) That the provision of all services, activities or work is carried out directly by the Insured and is not transferred or concessioned to Third-parties, individuals or corporations, except the transport services indicated in paragraph 13. of Section 3.5.
- b) Have an express and current authorization for the provision of its services or for the performance of activities, from a legally constituted federal, state and/or municipal authority, as appropriate.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

### 3.5.2. EXCLUSIONS FOR PROPERTIES AND ACTIVITIES FOR SCHOOLS AND COLLEGES

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **PROPERTIES AND ACTIVITIES FOR SCHOOLS AND COLLEGES Coverage**, in no case covers:

1. Damage caused by failure to comply with instructions by visitors, users or participants in fairs, exhibitions, excursions, festive events, educational, cultural, sporting, recreational, artistic and/or similar events.
2. Damage to teaching staff and/or administrative staff.

### 3.6. PROPERTIES AND ACTIVITIES FOR USE OF EQUIPMENT FOR CONTRACTORS

The non-contractual civil liability incurred by the Insured for damages to Third-parties, arising from the use and possession of the machinery and equipment of contractors used in the construction work being carried out by the Insured within México and that is mentioned in the Policy, will be covered as follows:

1. As owner, temporary possessor or lessee of machinery and equipment which are used to carry out the works.
2. Arising from the possession and maintenance of health facilities, as well as devices or other facilities recognized by medical science, in the event of having a consulting room. **Professional civil liability of clinics, hospitals, consulting rooms, doctors, nursing staff, health assistants, or other types of health professionals is not covered.**
3. Arising from the possession and maintenance of social facilities (dining rooms, shops, group homes, kindergartens and similar) exclusively for your company.

4. Arising from the possession or maintenance of advertising installations (advertisements, signs, labels, billboards or others), inside or outside of the place of works.
5. Arising from the use of elevators, escalators and freight elevators.
6. The personal civil liability of its employees and workers against Third-parties, derived from the activity of this coverage, is also insured.

### 3.7. PROPERTIES AND ACTIVITIES FOR CLEANING SERVICE COMPANIES

In accordance with the terms of the Policy, the non-contractual civil liability incurred by the Insured for damages to Third-parties, arising from the cleaning and maintenance activities and services carried out within México, to the properties and facilities of the Insured's clients, is insured and will be covered as follows:

1. As the owner or lessee of land, buildings or premises that are used for cleaning and maintenance services. **To cover the legal liability of lessee for damages to a leased property, it is necessary to contract additional coverage 4.10. LEGAL CIVIL LIABILITY OF LESSEE.**
2. Derived from cleaning services performed by the Insured on the premises, locations or facilities designated by its clients.
3. Arising from the possession and use of loading and unloading facilities, as well as work machines.
4. Arising from the possession and maintenance of parking spaces at its service. **To cover the civil liability for damages to Third-parties vehicles (or their contents) in possession of the Insured, it is necessary to contract the additional coverage 4.15 CIVIL LIABILITY FOR PARKING.**
5. Arising from the possession and maintenance of health facilities, as well as devices or other facilities recognized by medical science, in the event of having a consulting room. **Professional civil liability of clinics, hospitals, consulting rooms, doctors, nursing staff, health assistants, or other types of health professionals is not covered.**
6. Arising from the possession and maintenance of security installations (fire service, guard dogs, alarm systems, video surveillance systems, systems for access control to the Insured's facilities and similar).
7. Arising from the possession and maintenance of social facilities (dining rooms, shops, group homes, kindergartens, schools, libraries and similar).
8. Arising from the possession and maintenance of sports facilities, as well as the permission to use and assign places and equipment for the practice of sports for employees of the Insured. **The personal civil liability of participants in sports activities is not covered.**
9. Arising from excursions and festive events organized and carried out by the Insured for its employees.
10. Arising from the ownership or maintenance of advertising installations (advertisements, signs, labels, billboards or others), in the properties referred to in paragraphs 1 and 2 of these Section.
11. Arising from its participation in fairs and exhibitions, inside or outside its premises.
12. Arising from the use of bicycles and/or motorized land vehicles, provided that they do not require license plates or legal permission to circulate and are intended for exclusive use within the Insured's facilities.
13. Arising from the use of elevators, escalators and freight elevators.
14. Arising from carrying out cleaning and maintenance activities at the different locations of its clients.
15. The personal civil liability of its Employees and workers against Third Parties, derived from the activity of this coverage, is also insured. **The liability of persons who are not in an employment relationship with the Insured is not covered.**

### 3.8. PROPERTIES AND ACTIVITIES FOR PRIVATE SECURITY SERVICES COMPANIES

In accordance with the terms of the Policy, the non-contractual civil liability incurred by the Insured for damages to Third-parties, arising from the activities or from providing security and surveillance services, which are being carried out within México for clients of the Insured, their liability will be covered as follows:

1. Arising from security and surveillance services provided by the Insured on the premises, locations, or facilities designated by its clients, without the use of firearms.
2. Arising from the use and possession of properties owned or leased by the Insured, as well as security and surveillance facilities at its service (computer site, central monitoring center for alarms and emergency signals, central monitoring center for logistics, closed circuit TV (CCTV) or geolocation, satellite or radio antennas, evacuation systems, parking control systems, fire detection and protection systems, guard dog facilities, alarm systems, nursing and similar). **To cover the legal liability of lessee for damages to a leased property, it is necessary to contract additional coverage 4.10. LEGAL CIVIL LIABILITY OF LESSEE.**
3. Arising from the occupation, use, temporary possession or leasing of auxiliary premises or facilities (offices, dining rooms, temporary housing for the Insured's employees, sanitary facilities, lockers, and similar) that are used to carry out their activities.
4. Derived from the ownership or use of furniture, tools or equipment necessary for the insured activities.
5. Damage caused by advertising installations (advertisements, signs, labels, billboards or others) in the properties referred to in paragraph 1. of this Section.
6. Arising from participation in or carrying out drills, courses (security, first aid or self-defense), studies for risk or vulnerability analysis, as well as training in the operation of security and surveillance equipment.
7. Arising from the use of guard dogs in their security, surveillance and protection services.
8. Arising from the use of mechanical, electrical or electronic devices intended for security, surveillance, protection and communication.
9. Arising from its participation in fairs and exhibitions, inside or outside its premises, with the purpose of advertising its security and surveillance services.
10. Arising from the use of bicycles and/or motorized land vehicles, provided that they do not require license plates or legal permission to circulate and are intended for exclusive use within the Insured's facilities.
11. Liability arising from the coat room service and/or safekeeping of personal effects: When within the facilities owned by the Insured or under his custody or supervision, there is a coat room service and/or safekeeping of personal effects, the legal civil liability incurred by the Insured arising from damage or loss caused to property and personal effects owned by visitors and/or suppliers who, upon coming to the facilities, have handed over said property to the Insured so that they may be allowed access to the facilities is covered.
12. Liability of personnel. The legal civil liability of the Insured towards Third-parties is covered, for unintentional acts or omissions of its employees and workers, during the performance of their duties, arising from security and surveillance activities. **The liability of persons who are not in an employment relationship with the Insured is not covered.**

#### 3.8.1. INSURED OBLIGATIONS

It is a condition for granting this coverage that the Insured complies with the following:

- a) That the provision of all services, activities or work is carried out directly by the Insured and is not transferred or concessioned to Third-parties, individuals or corporations.
- b) Have an express and current authorization for the provision of its services or for the performance of activities, from a legally constituted federal, state and/or municipal authority, as appropriate.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

### 4. RISKS EXCLUDED BUT MAY BE COVERED BY EXPRESS AGREEMENT

The following risks will be covered, **provided that they appears in the Policy**, having been previously accepted by *HDI SEGUROS* and through the obligation of payment of the corresponding premium by the Insured:

#### 4.1. ASSUMED CIVIL LIABILITY

The non-contractual civil liability incurred by the Insured will be covered when assuming Third-parties responsibilities by agreement or contract, in which he/she undertakes to replace the original obligated party to repair or compensate eventual and future damages to Third-parties, whether to their persons or their property.

The list of agreements or contracts subject to this insurance is indicated in the specification of the Policy.

**This does not have the nature of a guarantee in favor of the original obligated parties and cannot, consequently, be assimilated to a bond, pledge or any other guarantee, personal or real, for the non-compliance of the contracts or agreements entered by the original obligated party.**

##### 4.1.1. INSURED OBLIGATIONS

It will be a condition for this coverage to take effect, that *HDI SEGUROS* states in writing which agreements or contracts are insured; for this purpose, the Insured must provide a true copy of said agreements or contracts that he/she requests to be insured, so that *HDI SEGUROS* determines whether it accepts the risk and then issues the corresponding certificate.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

##### 4.1.2. RISKS EXCLUDED BY ASSUMED CIVIL LIABILITY COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **ASSUMED CIVIL LIABILITY Coverage**, in no case covers:

1. Obligations of persons who are not the interested parties of the agreements or contracts that were accepted in writing by *HDI SEGUROS*, in accordance with the conditions of this coverage.
2. Guarantees on completed works, merchandise or its packaging, products or their packaging and services.
3. Obligations arising from lawsuits abroad.

#### 4.2. CIVIL LIABILITY FOR DAMAGES ABROAD

The non-contractual civil liability incurred by the Insured for damages to Third-parties is insured which occurs abroad and when the claim is made in accordance with applicable foreign legislation and the damages occur during the validity of the Policy, during:

1. Trips abroad for work meetings of the Insured or his employees, as well as trips abroad for participation in fairs or exhibitions.
2. Work abroad carried out by the Insured or his employees.
3. Exportation of products: sale and/or distribution of products abroad.

In the event of termination of the Policy, for any reason, coverage for damages occurring abroad subsequently will also cease.

The list of foreign countries covered by this Insurance Contract is indicated in the Policy or in its specifications.

### 4.2.1. RIKS EXCLUDED BY CIVIL LIABILITY FOR DAMAGES ABROAD

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR DAMAGES ABROAD** Coverage, in no case covers:

1. The Insured's liability arising from production centers, warehouses, branches, subsidiaries or similar, domiciled abroad.
2. Guarantees on completed work, merchandise or its packaging, products or its packaging and services.
3. Claims for events occurring in foreign countries other than those indicated in the Policy.

### 4.3. CIVIL LIABILITY FOR PRODUCTS AND COMPLETED WORKS

The non-contractual civil liability incurred by the Insured as a result of damages to Third-parties, for products sold, delivered, or for work performed, during the validity of the Policy will be insured within the conditions of the Policy, **provided that the sale and/or execution of the work and the damages occur within México and also within said Validity.**

In the event of termination of the insurance, for whatever reason, coverage for damages that occur subsequently will also cease.

### 4.3.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR PRODUCTS AND COMPLETED WORKS COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR PRODUCTS AND COMPLETED WORKS** Coverage, in no case covers:

1. Damages to the product itself that is sold, delivered or supplied to Third-parties, as well as the work itself carried out for Third-parties.
2. Due to expenses or compensation that the Insured must make due to market withdrawal, inspection, repair, replacement or loss of use of the products or work of the Insured.
3. Caused to Third-parties by products or work carried out by way of experimentation or by products or work that lack the permits of the authorities.
4. Caused to Third-parties produced by the non-observance of the instructions for consumption and/or use of the products by the purchaser of the product.
5. Caused to Third-parties derived from the supply of products or the performance of work on

aircraft or their parts.

### 4.4. CIVIL LIABILITY FOR PRODUCTS AND COMPLETED WORKS IN “CLAIMS MADE” MODALITY

The non-contractual civil liability incurred by the Insured as a result of damages to Third-parties, for risks arising from manufacturing, deliveries and/or supplies that have been made before the start of validity and after the conventional date indicated in the Policy, **provided that the claim is formulated for the first time and in writing during the validity of the Policy, as well as that the sale and/or execution of the works and the damages occurred within Mexico.**

In the event of termination of the insurance, for whatever reason, coverage for damages that occur subsequently will also cease.

#### 4.4.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR PRODUCTS AND COMPLETED WORKS IN “CLAIMS MADE” MODALITY

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR PRODUCTS AND COMPLETED WORKS IN “CLAIMS MADE” MODALITY**, in no case covers:

1. Damages to the product itself that is sold, delivered or supplied to Third-parties, as well as the work itself carried out for Third-parties.
2. Due to expenses or compensation that the Insured must make due to market withdrawal, inspection, repair, replacement or loss of use of the products or work of the Insured.
3. Caused to Third-parties by products or work carried out by way of experimentation or by products or work that lack the permits of the authorities.
4. Caused to Third-parties produced by the non-observance of the instructions for consumption and/or use of the products by the purchaser of the product.
5. Damages incurred by Third-parties arising from the supply of products or work performed on aircraft or their parts.
6. Liabilities or claims notified to the Insured, judicially or extrajudicially, after the expiration of the Policy term.

### 4.5. CIVIL LIABILITY FOR UNION OR MIXTURE OF PRODUCTS IN “CLAIMS MADE” MODALITY

The non-contractual civil liability incurred by the Insured as a result of Third-parties damages caused by products delivered or supplied by the Insured during the Policy term, as a result of the combination, mixing, chemical transformation, or physical transformation of said products with third-party products, or products manufactured with the intervention of Third-parties, **provided that said damages also occurred within said term and before the delivery, supply, or sale of the resulting product.**

In the event of termination of the insurance, for any reason, coverage for damages occurring subsequently will also cease, even if caused by products delivered or supplied by the Insured during the Policy term.

*HDI SEGUROS* will indemnify, solely and exclusively, claims arising from:

1. Deterioration or destruction of products of the Third-parties during the process of union, mixing, chemically transforming, or physically transforming it with the product of the Insured.
2. Manufacturing costs of the damages on resulting product.
3. Additional expenses necessary for the rectification of the resulting product.
4. Costs incurred by the Third-party for the transformation of the Insured's product, provided that the resulting product is not saleable and the aforementioned costs were not incurred by the repair, correction, or rectification of the defect in the Insured's product. For the purposes of the preceding paragraph, the costs of Third-parties are understood to be those expenses necessary for the transformation of the product, excluding the price of the Insured's product.
5. In the event that faults, defects, or deficiencies in the Insured's product result in a reduction in the sale price of the resulting product, *HDI SEGUROS* will compensate for the difference between the sale price of the resulting product and the reduction in the same price, instead of the costs mentioned in **point 4.** above.
6. Any indirect damage arising from the resulting product being unsellable or lost due to a reduction in its price.

### 4.5.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR UNION OR MIXTURE PRODUCTS COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR UNION OR MIXTURE PRODUCTS Coverage**, in no case covers:

1. Claims arising from the breach of contractual obligations between the Insured and Third-Parties, such as those arising from default, refunds, or price reductions, except as indicated in *point 5.* of the previous section.
2. Claims for production interruptions.
3. Claims resulting from contamination of the Insured's products by toxins of any kind.
4. Damages arising after the delivery, supply, or sale of the resulting product.
5. Price of the Insured's product itself.
6. Indirect damage corresponds to the ratio of the Insured's product price to the sales price that could have been expected, had the Insured's product been without defects.

### 4.6. CIVIL LIABILITY FOR UNION OR MIXTURE OF PRODUCTS

The non-contractual civil liability incurred by the Insured as a result of damages to Third-parties, for risks arising from deliveries or supplies of products that have been made before the start of validity and after the conventional date indicated in the Policy, as a consequence of the combination, mixing, chemical transformation, or physical transformation of said products with Third-parties products, or products manufactured with the intervention of Third-parties, provided that the claim is first made and in writing during the Policy term, and that such damages also occurred within said term and before the delivery, supply or sale of the resulting product.

**In the event of termination of the insurance, for any reason, coverage for damages occurring subsequently will also cease, even if caused by products delivered or supplied by the Insured during the Policy term.**

*HDI SEGUROS* will indemnify, solely and exclusively, claims arising from:

1. Deterioration or destruction of products of the Third-parties during the process of union, mixing, chemically transforming, or physically transforming it with the product of the Insured.

2. Manufacturing costs of the damages on resulting product.
3. Additional expenses necessary for the rectification of the resulting product.
4. Costs incurred by the Third-party for the transformation of the Insured's product, provided that the resulting product is not saleable and the aforementioned costs were not incurred by the repair, correction, or rectification of the defect in the Insured's product. For the purposes of the preceding paragraph, the costs of Third-parties are understood to be those expenses necessary for the transformation of the product, excluding the price of the Insured's product.
5. In the event that faults, defects, or deficiencies in the Insured's product result in a reduction in the sale price of the resulting product, *HDI SEGUROS* will compensate for the difference between the sale price of the resulting product and the reduction in the same price, instead of the costs mentioned in **point 4.** above.
6. Any indirect damage arising from the resulting product being unsellable or lost due to a reduction in its price.

### 4.6.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR UNION OR MIXTURE PRODUCTS IN “CLAIMS MADE” MODALITY

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR UNION OR MIXTURE PRODUCTS IN “CLAIMS MADE” MODALITY**, in no case covers:

1. Claims arising from the breach of contractual obligations between the Insured and Third-Parties, such as those arising from delay, refunds, or price reductions, except as indicated in *point 5.* of the previous section.
2. Claims for production interruptions.
3. Claims resulting from contamination of the Insured's products by toxins of any kind.
4. Damages arising after the delivery, supply, or sale of the resulting product.
5. Price of the Insured's product itself.
6. Indirect damage corresponds to the ratio of the Insured's product price to the sales price that could have been expected, had the Insured's product been without defects.
7. Liabilities or claims notified to the Insured, judicially or extrajudicially, after the expiration of the Policy term.

### 4.7. CIVIL LIABILITY FOR ENVIRONMENTAL POLLUTION AND OTHER HARMFUL VARIATIONS IN WATER, ATMOSPHERE, SOIL, SUBSOIL OR NOISE

The non-contractual civil liability incurred by the Insured as a result of Damage to Third-parties due to environmental contamination or other harmful variations in water, atmosphere, soil, subsoil or noise is insured within the conditions of the Policy, **provided that they are the result of an event that occurs within their premises suddenly, accidentally or unforeseen and that the damage has been caused within the validity of this Insurance Contract and also that the contamination is not gradual.**

For the purposes of this coverage, the following shall be understood:

1. Sudden, an event that occurs abruptly and untimely.
2. Accidental, an event beyond the control of any human being that is intended to cause the event or act that generates contamination.
3. Unforeseen, an unusual, unexpected and out of the ordinary event.

### 4.7.1. INSURED OBLIGATIONS.

It is a condition for granting this coverage that the Insured complies with the following:

- a) That the provision of all services, activities or work is carried out directly by the Insured and is not transferred or concessioned to Third-parties, individuals or corporations.
- b) Have an express and current authorization for the provision of its services or for the performance of activities or the storage of products or substances, from a legally constituted federal, state and/or municipal authority, as appropriate.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

### 4.7.2. RISKS EXCLUDED FOR CIVIL LIABILITY BY ENVIRONMENTAL POLLUTION AND OTHER HARMFUL VARIATIONS IN WATER, ATMOSPHERE, SOIL, SUBSOIL OR NOISE COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR ENVIRONMENTAL POLLUTION AND OTHER HARMFUL VARIATIONS IN WATER, ATMOSPHERE, SOIL, SUBSOIL OR NOISE Coverage**, in no case cover losses, damages or indirect damages to:

1. Failure to comply with written instructions or recommendations for inspection, control or maintenance given by manufacturers of devices or installations related to the prevention or control of pollution.
2. Failure to make immediate repairs to the devices or installations mentioned above.
3. Failure to comply with laws, regulations, resolutions and decrees of the authorities that refer to the protection of the environment and the prevention of pollution.
4. Economic losses of Third-parties when there is no material damage to movable or immovable property or bodily injury or death of Third-parties.
5. Caused by sewage, garbage or residual or industrial substances.
6. Caused by gradual contamination of the environment.
7. Activities related to the exploitation and production of oil.
8. Related to chlorophenol dioxins, polychlorinated biphenyl or chlorofluorocarbons.
9. The costs of nullification, removal, or cleaning (clean-up costs) caused by the cleaning or decontamination of the Insured's facilities and property.
10. Contamination resulting from deterioration, corrosion, erosion, crumbling, decomposition, wear or gradual deterioration of tanks, cisterns, machinery or other similar equipment or installation; including attached pipes, pumps or valves.
11. Caused to Third-parties by the properties owned or operated by the Insured, which are not explicitly indicated in the Policy.
12. Any type of contamination pre-existing at the start of this coverage in the properties insured in the Policy.
13. Fines, bonds or guarantees.
14. Any type of contamination that occurs abroad.

### 4.8. CROSS CIVIL LIABILITY FOR CLAIMS PRESENTED AMONG THEM BY THE INDIVIDUALS OR LEGAL ENTITIES MENTIONED AS INSURED IN THIS POLICY

Within the conditions of the Policy, the non-contractual civil liability of an Insured named in the Policy is covered when he/she causes **damage to the property of another of the Insureds in the same Policy**, due to unintentional acts or omissions that occurred in Mexican territory during the validity of the Policy, and that are a consequence of the activities specific to the Insured's business.

Therefore, for the purposes of this coverage, the Insured will be considered Third-parties among themselves, as if there were an independent Policy for each of them.

The total liability of *HDI SEGUROS*, with respect to each of the Insured will not exceed the total insured sum contracted, for an event or a series of events, arising from a single and same cause.

#### 4.8.1. RISKS EXCLUDED FOR CROSS CIVIL LIABILITY FOR CLAIMS PRESENTED AMONG THEM BY THE INDIVIDUALS OR LEGAL ENTITIES MENTIONED AS INSURED IN THIS POLICY

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CROSS CIVIL LIABILITY FOR CLAIMS PRESENTED AMONG THEM BY THE INDIVIDUALS OR LEGAL ENTITIES MENTIONED AS INSURED IN THIS POLICY**, in no case cover losses, damages or indirect damages to:

1. Obligations of persons other than those accepted by *HDI SEGUROS*, in writing, in accordance with the conditions of this coverage.
2. Bodily injuries, whether fatal or not, illnesses of employees or workers of any of the Insured that constitute a work or occupational risk of any kind, who are insured, or should have been insured by any type of work risk or social security insurance.
3. Failure to comply with written instructions or recommendations for consuming, use, inspection, control or maintenance given by manufacturers of machinery, equipment, devices or installations.
4. Caused to Third-parties by movable or immovable property owned or operated by or under the responsibility of the Insured, which are not indicated in the Policy.

### 4.9. CIVIL LIABILITY FOR DAMAGE TO OTHER LAND VEHICLES DURING LOADING AND UNLOADING MANEUVERS

The Policy covers the non-contractual civil liability of the Insured arising from damages incurred in Mexican territory, during the term of the Policy, to Third-parties land cargo vehicles that are located within the Insured's premises due to loading and unloading operations, and those caused by the Insured or his employees using Damage caused by the use of cranes, hoists, forklifts, trailers, derricks, winches, hydraulic lifts, scissor lifts, articulated platforms, boom lifts, telescopic platforms, or other similar equipment specifically designed for loading and unloading.

Damage to tanks, cisterns or containers belonging to Third-parties that are located within the Insured's premises is also covered when, during the unloading operation, they are damaged by an implosion resulting from an error or omission by the Insured or its employees.

### **4.9.1. RISKS EXCLUDED ON CIVIL LIABILITY FOR DAMAGE TO OTHER LAND VEHICLES DURING LOADING AND UNLOADING MANEUVERS COVERAGE**

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR DAMAGE TO OTHER LAND VEHICLES DURING LOADING AND UNLOADING MANEUVERS Coverage**, in no case cover losses, damages or indirect damages to:

1. Cargo damages resulting from loading and unloading operations.
2. Liability resulting from loss or shrinkage of goods.

### **4.10. LEGAL CIVIL LIABILITY OF THE LESSEE**

Under the terms of the Policy, non-contractual civil liability is covered for damages caused by fire or explosion to the property or properties mentioned in the Policy, taken (totally or in part) on lease by the Insured for the activity or line of business described in the Policy, provided that such damages are his/her responsibility.

#### **4.10.1. RISKS EXCLUDED FOR LEGAL CIVIL LIABILITY OF THE LESSEE COVERAGE**

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **LEGAL CIVIL LIABILITY OF THE LESSEE Coverage**, in no case cover losses, damages or indirect damages to:

1. Civil Liability caused to persons (physical or legal) who are subsidiaries, shareholders, associates or partners or who have as shareholders, associates or partners any of the shareholders, associates or partners of the Insured.

### **4.11. CIVIL LIABILITY ARISING FROM WELDING, CUTTING, GRINDING AND/OR HEATING WORK BY ELECTRIC ARC OR TORCH**

The Policy Conditions cover non-contractual civil liability of the Insured arising from damages to Third-parties during welding, cutting, grinding and/or heating work by electric arc or torch, carried out by the Insured and/or its employees within its buildings and/or facilities and/or its premises, which directly influence the occurrence of the incident.

#### **4.11.1. INSURED OBLIGATIONS**

The Insured must comply, at all times, with the prevention measures for carrying out welding, cutting, grinding and/or heating by electric arc or blowtorch work, in addition to the following:

1. That all welding, cutting, grinding and/or heating by electric arc or blowtorch work is carried out directly by the Insured and is not transferred or licensed to Third-parties, individuals or corporations.
2. Have express and current authorization from the legally constituted federal, state and/or municipal authority, as appropriate.
3. Comply with the laws, rules and regulations in force, relating to safety and hygiene during welding and cutting work, such as the Mexican Official Standard NOM-027-STP-2008 or its most recently published version prior to the loss.
4. That the work area was cleared and/or protected to avoid the risk of fire.
5. That welding, cutting or grinding equipment is operated and maintained according to the equipment manufacturer's manual.
6. Ensure that the area in which work will be carried out has the necessary firefighting equipment for the protection of movable and immovable property.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

### 4.11.2. RISKS EXCLUDED FOR CIVIL LIABILITY ARISING FROM WELDING, CUTTING, GRINDING AND/OR HEATING WORK BY ELECTRIC ARC OR TORCH COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY ARISING FROM WELDING, CUTTING, GRINDING AND/OR HEATING WORK BY ELECTRIC ARC OR TORCH Coverage**, in no case cover losses, damages or indirect damages to:

1. Claims by members of a working consortium against each other, nor claims by the consortium against its members, or vice versa.
2. Damage to the work itself performed by the Insured and/or to the items, equipment, materials, or machinery used for the execution of the welding, cutting, grinding, and/or heating work, or to the work itself.
3. Damage caused by failure to comply with the manufacturer's specifications for the correct use of the equipment used for welding, cutting, grinding, and/or heating work.
4. Claims arising from consequential damages and/or consequential losses, due to damage to telephone, electrical, telegraph, or other underground, outdoor, or overhead lines, or due to damage to production lines.

### 4.12. CIVIL LIABILITY FOR WORK MACHINERY LEASERS

The Policy conditions cover the non-contractual Civil Liability of the Insured arising from leasing work machinery to Third-parties that will be used by the Third Party outside the Insured's premises, including Civil Liability arising from leasing work machinery to Third-parties with operators. **The liability of operators who do not have an employment relationship with the Insured is not covered.**

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

### 4.12.1. OBLIGATIONS OF THE INSURED

The Insured is obliged to perform preventive maintenance on the machinery in accordance with the manufacturer's stipulations. In addition, in the event of leasing with an operator, him/her self must be certified for the use of said machinery.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

### 4.12.2. RISKS EXCLUDED FOR CIVIL LIABILITY FOR WORK MACHINERY LEASERS COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR WORK MACHINERY LEASERS Coverage**, in no case covers losses, damages or indirect damages to:

1. To machinery and equipment that the Insured provides for rent, loan, testing, demonstration, assignment, leasing, financing and similar purposes to Third-parties, partners, branches, or franchisees.
2. To the Insured's employees or workers.

### 4.13. CIVIL LIABILITY ASSUMED FOR OWNERS OF CONSTRUCTION CAUSED BY INDEPENDENT CONTRACTORS

Within the conditions of the Policy, the non-contractual Civil Liability for Damages to Third-parties incurred by the Insured, occurring during the validity of this Insurance Contract, as a consequence of:

- a) That the Insured is the owner of construction works and those are carried out by independent contractors, and/or that the Insured carries out inspection, progress control or reception of said works.
- b) The execution of modification or maintenance works to the property covered by this Policy, which is carried out by independent contractors at the service of the Insured.

Likewise, the Civil Liability incurred by the Insured is covered, by agreement or contract, where the substitution of the original obligated contractor is stipulated, under the concept of Civil Liability to repair eventual and future, unintentional damages to Third-parties in their persons or in their properties, for which the contractor would be responsible as the original obligated party.

The list of agreements or contracts subject to this insurance is indicated in the specification of the Policy.

**This coverage is not in the nature of a guarantee in favor of the original obligated independent contractor and cannot, consequently, be assimilated to a bond, pledge or any guarantee, personal or real, for the non-compliance of the agreements or contracts entered by the independent contractor.**

### 4.13.1. OBLIGATIONS OF THE INSURED

It is a basic condition for this Insurance to take effect that:

1. **HDI SEGUROS**, in writing, states which agreements or contracts with independent contractors are included in the coverage; for this, the Insured must provide a certified copy of said agreements or contracts that it wishes to be insured, so that **HDI SEGUROS** determines whether it accepts the risk and issues the corresponding cover specification.
2. The Insured, when documenting the loss, proves to **HDI SEGUROS** through the respective agreements, contracts or payment vouchers, that the independent contractor was hired directly by the Insured, on a date prior to the loss, to execute the work, whether partially or totally.

Failure to comply with these obligations releases **HDI SEGUROS** from all liability.

### 4.13.2. RISKS EXCLUDED FOR CIVIL LIABILITY ASSUMED FOR OWNERS OF CONSTRUCTION CAUSED BY INDEPENDENT CONTRACTORS

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY ASSUMED FOR OWNERS OF CONSTRUCTION CAUSED BY INDEPENDENT CONTRACTORS** Coverage, in no case cover losses, damages or indirect damages to:

1. Caused to Third-parties by the independent contractor, which do not derive from civil liability on the part of the Insured as owner of the construction works.
2. Caused to Third-parties by an independent contractor who has not been directly contracted by the Insured, for the partial or total execution of the works, before the date of the loss.
3. Caused by the work itself (construction, installation, assembly, etc.).
4. Caused by the devices, equipment, materials or machinery that are used for the execution of the works covered by this insurance.

### 4.14. CIVIL LIABILITY FOR REPAIR, OIL CHANGE OR CAR WASH SHOPS

The Insured is covered for non-contractual civil liability incurred for damage to vehicles owned by Third-parties that are in his/her custody for repairs, oil changes, body and interior washing and/or engine washing, provided that the damage is a result of:

1. Material damage to the vehicles that the Insured has under his responsibility due to:
  - a) Fall due to the use of elevators, ramps, escalators and freight elevators, including vehicle lifts.
  - b) Collision and overturning within the premises of the Insured, **when the vehicle is driven by an employee of legal age and in the service of the Insured.**
  - c) Fire and/or explosion while the vehicles are within the premises of the Insured.
  - d) Accidental breakage of vehicle windows.
2. Total theft of the vehicle that the Insured has under his responsibility; as well as the material losses or damage suffered by the same as a result of total theft or attempted theft.
3. Material damage to vehicles in the custody of the Insured as a result of a collision or rollover, when these are collected or delivered to the address of the Insured's client or while they are being tested by the Insured outside the premises specified in the Policy, **but only within the operating zone indicated in the Policy**

or in its specification.

4. Total theft of vehicles in the custody of the Insured, as well as material damage as a result of total theft or attempted theft, when these are collected or delivered to the address of the Insured's client or while they are being tested by the Insured outside the premises specified in the Policy, **but only within the operating zone indicated in the Policy or in its specification.**
5. Additionally, the Insured is covered for damages caused to vehicles belonging to Third-parties, including damages to property and persons, as a result of collision or overturning with vehicles in his/her custody, **provided that they are driven by employees of legal age in the service of the Insured and are collecting or delivering the vehicles to the domicile of the Insured's clients or are carrying out tests of the vehicle outside the premises specified in the Policy, but only within the operating zone indicated in the Policy or in its specification.**

The limits of liability per unit and for all events occurring during the validity of the Insurance are indicated in the Policy.

### 4.14.1. OBLIGATIONS OF THE INSURED

It is a condition for granting this coverage that the Insured provides his/her services in closed or fenced premises, with controlled access and with registration and identification of each vehicle and that, during the time that the insured business is not open to the public, the premises remain closed.

This coverage will be void if the service does not operate under the above conditions.

### 4.14.2. RISKS EXCLUDED FOR CIVIL LIABILITY FOR REPAIR, OIL CHANGE OR CAR WASH SHOPS COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR REPAIR, OIL CHANGE OR CAR WASH SHOPS Coverage**, in no case covers losses, damages or indirect damages to:

- a. **Damage suffered or caused by vehicles under their responsibility, when driven by persons who do not have a license of the appropriate type to drive the vehicle in question, issued by the competent authority, unless the driver cannot be held responsible for fault, incompetence or gross negligence in carrying out the accident. Valid driving licenses, for the purposes of this Policy, shall be considered as licenses.**
- b. **Defect in any repair or service provided to Third-parties vehicles, as well as defects in the products used in carrying out said work.**
- c. **Caused or suffered by vehicles owned by the Insured or owned by any of their dependents or employees.**
- d. **Merchandise, money, clothing, personal effects, tools, spare parts or any other effect found on board vehicles owned by Third-parties, and which are under the responsibility of the Insured for repair or safekeeping.**

- e. The blowing up of tires or tubes of vehicles owned by Third-parties that are under the responsibility of the Insured for repair or custody.
- f. Breach of trust or theft involving an employee or financial dependent of the Insured.
- g. For any expense arising from the prohibition of the use of vehicles belonging to Third-parties that have been damaged or stolen.
- h. That suffered by vehicles that the Insured has in custody, safekeeping or consignment and are intended for sale.
- i. Liability as a result of the penetration of rainwater, flooding, seepage, spillage, drips or leaks of water, steam, gas or fuel from any ventilation or refrigeration system, heating, plumbing or siltation of drains.

### 4.15. CIVIL LIABILITY FOR PARKING AND/OR ACCOMODATION CARS

The legal Civil Liability incurred by the Insured for damages to Third-parties, arising from the business activities indicated in the Policy, is covered by:

1. Material damage to the vehicles that the Insured has under his responsibility due to:
  - a) Fall due to the use of elevators, ramps, escalators and freight elevators, including vehicle lifts.
  - b) Collision and overturning within the premises of the Insured, **when the vehicle is driven by an employee of legal age and in the service of the Insured.**
  - c) Fire and/or explosion while the vehicles are within the premises of the Insured.
  - d) Accidental breakage of vehicle windows.
2. Total theft of the vehicle that the Insured has under his responsibility; as well as the material losses or damage suffered by the same as a result of total theft or attempted theft.
3. Material damage to vehicles in the custody of the Insured as a result of a collision or rollover, when these are collected or delivered to the address of the Insured's client or while they are being tested by the Insured outside the premises specified in the Policy, **but only within the operating zone indicated in the Policy or in its specification.**
4. Total theft of vehicles in the custody of the Insured, as well as material damage as a result of total theft or attempted theft, when these are collected or delivered to the address of the Insured's client or while they are being tested by the Insured outside the premises specified in the Policy, **but only within the operating zone indicated in the Policy or in its specification.**
5. Additionally, the Insured is covered for damages caused to vehicles belonging to Third-parties, including damage to property and persons, as a result of collision or overturning with vehicles in his/her custody, **provided that they are driven by employees of legal age in the service of the Insured and are collecting or delivering the vehicles to the domicile of the Insured's clients or are carrying out tests of the vehicle outside the premises specified in the Policy, but only within the operating zone indicated in the Policy or in its specification.**

The limits of liability per unit and for all events occurring during the validity of the insurance are indicated in the Policy.

#### 4.15.1. OBLIGATIONS OF THE INSURED

It is a condition for granting this coverage that the Insured provides his/her parking services in

closed or fenced premises, with controlled access and with registration and identification of each vehicle and that, during the time that the insured business is not open to the public, the premises remain closed.

This coverage will be void if the service does not operate under the above conditions.

### **4.15.2. RISKS EXCLUDED FOR CIVIL LIABILITY FOR PARKING AND/OR ACCOMODATION CARS COVERAGE**

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR PARKING AND/OR ACCOMODATION CARS** Coverage, in no case cover losses, damages or indirect damages to:

1. Damage suffered or caused by vehicles under their responsibility, when driven by persons who do not have a license of the appropriate type to drive the vehicle in question, issued by the competent authority, unless the driver cannot be held responsible for fault, incompetence or gross negligence in carrying out the accident. Valid driving licenses, for the purposes of this Policy, shall be considered as licenses.
2. Defect in any repair or service work provided to Third-parties vehicles, as well as defects in the products used in carrying out said work.
3. Caused or suffered by vehicles owned by the Insured or owned by any of their dependents or employees.
4. Merchandise, money, clothing, personal effects, tools, spare parts or any other effect found on board vehicles owned by Third-parties, and which are under the responsibility of the Insured for repair or safekeeping.
5. The blowing up of tires or tubes of vehicles owned by Third-parties that are under the responsibility of the Insured for repair or custody.
6. Breach of trust or theft involving an employee or financial dependent of the Insured.
7. For any expense arising from the prohibition of the use of vehicles belonging to Third-parties that have been damaged or stolen.
8. That suffered by vehicles that the Insured has in custody, safekeeping or consignment and are intended for sale.
9. Liability as a result of the penetration of rainwater, flooding, seepage, spillage, drips or leaks of water, steam, gas or fuel from any ventilation or refrigeration system, heating, plumbing or siltation of drains.

### **VALUATION AND COMPENSATION BASES FOR DAMAGES ON COVERAGES 4.14. CIVIL LIABILITY FOR REPAIR SHOPS, OIL CHANGE OR CAR WASHES, AS WELL AS FOR COVERAGE 4.15. CIVIL LIABILITY FOR PARKING AND/OR ACCOMODATION CARS.**

- A. DETENTION, SEIZURE, CONFISCATION OR SIMILAR

If the affected vehicle is free of any detention, seizure, confiscation or other similar situation caused by order of the legally recognized authorities due to their functions, *HDI SEGUROS* will have the obligation to promptly begin the valuation of damages, once the location of the insured vehicle is known.

**B. VALUATION DAMAGES**

*HDI SEGUROS* must begin the valuation of damage suffered by the affected vehicle within 72 hours from the time of the notice of the loss, provided that the previous point has been complied with, otherwise the Insured or affected Third-party is authorized to proceed with the repair of the same and demand the amount from *HDI SEGUROS* under the terms of this Policy.

*HDI SEGUROS* will not be obliged to compensate for the damage suffered by the vehicle, if the Insured or affected Third-party has proceeded to repair or disassemble it before the latter carries out the valuation and declares the claim admissible.

If the valuation cannot be carried out for reasons attributable to the Insured or affected Third-party, *HDI SEGUROS* will only proceed to carry it out until the cause is extinguished.

**C. COMPENSATION**

Once the valuation has been completed and the Insured's liability has been recognized, and without prejudice to the provisions of **article 71** of the Insurance Contract Law, *HDI SEGUROS* must compensate the Insured or affected Third-party with the amount of the valuation of damages suffered in the accident, or repair or replace the affected property with another similar characteristics. All the above with the maximum limit per unit established in the Policy.

When *HDI SEGUROS* chooses to compensate, it will do so with the express knowledge of the Insured or affected Third-party, who may choose one of the following modalities:

- C.1. Receive compensation in cash, according to the valuation carried out by *HDI SEGUROS*, corresponding to the damage suffered in the accident.
- C.2. *HDI SEGUROS* will makes direct payment to the service provider that the Insured or affected Third-party has selected from among the agencies or workshops which *HDI SEGUROS* has agreed to direct payment and that are available in the location closest to the accident site. *HDI SEGUROS* is responsible for the corresponding follow-up of the workshop or agency services.

Compensation for partial losses will include the invoice value of spare parts and labor plus any taxes generated by them. Without prejudice to the provisions of the previous paragraph, in case of accidents where damage to the engine and/or transmission, the battery or the tires of the affected vehicle results, *HDI SEGUROS* will deduct from the corresponding compensation, the depreciation or loss of value that said components have at the time of the accident, based on the useful life that will be determined as follows:

- **For Engine and transmission.**

In the event of total loss of the engine or transmission, depreciation due to use will be applied to its new value at the cash price on the date of the accident and according to the mileage traveled by the affected vehicle, based on the following chart:

DEPRECIATION OR DEMERIT DUE TO USE OF THE ENGINE

KILOMETERS TRAVELED	% OF DEPRECIATION OR DEMERIT
0 - 10,000	-5%
10,001 - 20.000	-10%
20,001 -40.000	-15%

KILOMETERS TRAVELED	% OF DEPRECIATION OR DEMERIT
40,001 - 55,000	-20%
55,001 - 70,000	-25%
70,001 - 85,000	-30%
85,001 - 100,000	-35%
100,001 - 110,000	-40%
110,001 - 130,000	-50%
130,001 - 150,000	-60%
150,001 – or more	-65%

If the total mileage cannot be determined, a depreciation of 20,000 kilometers per year of age will be considered from the date of the original invoice of the affected vehicle.

• **For Battery.**

In the event of total loss of the battery or accumulators, depreciation due to use will be applied to its value again at the cash price on the date of the accident, according to the following chart, considering the months of use from the date of manufacture marked on the battery casing, or as indicated on the corresponding sales invoice, in cases where the original battery has been replaced.

For vehicles where the battery or accumulator has not been replaced, the invoice date of origin of the affected vehicle will be taken.

DEPRECIATION OR DEMERIT DUE TO USE OF THE ENGINE

MONTHS OF USED	% OF DEPRECIATION OR DEMERIT
0 - 12	0%
13 - 14	-30%
15 - 16	-34%
17 - 18	-40%
19 - 20	-45%
21 - 23	-50%
24 - 27	-60%
28 or more	-65%

• **For Tires.**

Depreciation will be applicable considering the difference between the original depth expressed in millimeters and the remaining depth as established by the tire manufacturer. The Insured or affected Third-party will participate in said difference between the original depth with respect to the millimeters of remaining useful life, for each type of tire.

The compensation for the total loss of a vehicle that has a salvage invoice issued by an insurance company or any other company that sells this type of vehicle, **may in no case exceed 75% of the commercial value established by the EBC Guide in force on the date of the accident for a vehicle of the same brand, version and characteristics, nor the equivalent to the amount of the salvage invoice increased by the cost of its rehabilitation.**

- **For border vehicles**

Indemnification for the total loss of a border vehicle or one legally imported into the country by corporations other than nationally recognized manufacturers and distributors, **may in no case exceed the commercial value, determined according to the average value of the “Auto Trader” or NADA Guide (Official Older Used Car Guide) or according to the “Kelly Blue Book Auto Market Report”, published by Kelly Blue Co. in California, U.S.A., in force on the date of the accident, whichever is greater, nor may it exceed the limit per unit established in the Policy.**

- **For legally imported vehicles**

For legally imported vehicles, the amount corresponding to import costs and taxes will also be included in the compensation, **which in no case may exceed 25% of the value of the affected vehicle, nor may they exceed the limit per unit established in the Policy.**

- **Partial losses**

In case of partial losses, *HDI SEGUROS* will pay the Insured or affected Third-party in cash the amount of the damage according to the valuation made by *HDI SEGUROS*, with the Insured being responsible for the repair of the vehicle. The liability of *HDI SEGUROS* is limited to the payment of compensation in cash.

### D. REPAIR.

When *HDI SEGUROS* chooses to repair the vehicle, the determination of the repair center and the spare parts suppliers will be subject to their availability in the place closest to the accident site and that said repair center has a laminating and mechanical area that meets the general quality standard and has a payment agreement with *HDI SEGUROS*.

*HDI SEGUROS* will proceed with the repair of the vehicle according to the following:

- D.1. For vehicles within their first 12 months of use counted from the billing date, the repair centers provided will be the distributor agencies of the brand or those workshops that provide services on a supplementary basis and that are duly recognized and authorized by the brand.
- D.2. For vehicles of more than 12 months of use, the repair centers provided will be multi-brand or specialized workshops.

*HDI SEGUROS* responsibilities are to locate potential suppliers that offer spare parts and components to the market, confirming their existence and availability to supply them, as well as verifying that the workshop or agency installs the parts that have been requested and that their repair is carried out appropriately.

The parts or spare parts will be replaced only in cases where their repair is not guaranteed, or they visibly damage their own aesthetics or that of the vehicle.

The availability of the parts and spare parts is subject to the stocks of the corresponding manufacturer, importer and/or distributor; **therefore, the requirement for *HDI SEGUROS* to locate them in cases of general shortage is not the subject of this contract.**

In the event that there are no parts and/or spare parts available, or in a situation of general shortage, or when the affected Third-party does not accept the repair process stipulated by *HDI SEGUROS*, the latter may

choose to compensate according to section **C. INDEMNIFICATION** of this clause.

The time it takes to repair the vehicle will depend on the existence of parts or spare parts, as well as the necessary labor and painting work, and *HDI SEGUROS* must inform the Insured or affected Third-party through the workshop, agency or representative of the process and progress of the repair.

The repair guarantee will be subject to that offered by the manufacturer, importer or distributor of the spare parts or parts, as well as those provided by the workshop or agency in terms of labor.

Notwithstanding the provisions of the previous options, in the event of damage not detected at the time of the valuation, and that is a consequence of the claimed loss, the Insured or affected Third-party will notify *HDI SEGUROS* and present the affected vehicle for evaluation and, where appropriate, the corresponding repair.

### E. REPLACEMENT.

When *HDI SEGUROS* chooses to replace the affected item with another with similar characteristics, it will expressly put into consideration of the Insured or affected Third-party, indicating the location of the vehicle so that it can be inspected, assessed and, where appropriate, accepted.

The guarantee of the item with which the replacement is made will be subject to that offered to the market by the manufacturer, distributor, car lot or importer.

### F. REPAIRING COST

When the cost of repairing suffered by the vehicle exceeds 50% of its value at the time prior to the accident, at the request of the affected party, it may be considered that there was a total loss.

Unless otherwise agreed, if the cost exceeds 75% of that value, it will always be considered that there has been a total loss and the obligation of *HDI SEGUROS* will be limited to the payment of the same.

### G. TOTAL LOSS

In the event of total loss of the affected vehicle and when it is in a *HDI SEGUROS* vehicle depot or impound lot, the affected party will have a period of 30 calendar days counted from the notification of total loss issued by *HDI SEGUROS*, to deliver the ownership documentation requested by the same.

**In the event that the provisions of the previous paragraph are not complied with due to causes attributable to the affected party, the latter will assume the cost of the pension corresponding to the stay of the vehicle at a rate of 3 UMA at the date of the accident for each day in excess of the period referred to in previous paragraph.**

### H. STATEMENT

The intervention of *HDI SEGUROS* in the valuation or any assistance that *HDI SEGUROS* or its representatives provide to the Insured or to Third-parties, does not imply acceptance by *HDI SEGUROS* of any responsibility with respect to the claim.

### I. TRANSFER EXPENSES.

In the event of an accident that requires compensation, *HDI SEGUROS* will be responsible for the

corresponding maneuvers and expenses to put the affected vehicle in transport conditions, as well as the costs involved.

If the Insured or affected Third-party chooses to transport it to a place other than the one chosen by *HDI SEGUROS*, the latter will only be liable for up to the amount equivalent to 60 UMA in force on the date of the accident.

### J. SALVAGE.

*HDI SEGUROS* will have the right to dispose of the vehicles that it has compensated for total loss.

### K. PROPORTIONALITY.

The maximum number of cars allowed to be stored on the premises is indicated in the Policy, which will be considered for the collection of the Premium.

If, upon the occurrence of a loss, it is determined that the actual capacity of the premises is greater than that declared by the Insured and established in the Policy, *HDI SEGUROS* will only cover the compensation in the same proportion that results between the actual capacity and that established in the Policy.

## 4.16. CIVIL LIABILITY FOR DAMAGES CAUSED BY EXPLOSIVES

The Policy covers the legal civil liability of the Insured arising from damages to Third-parties due to the storage and use of explosive materials for the demolition or knocked down of buildings or facilities, provided that the damage occurs within a radius greater than 150 meters from the place where the demolition or knocked down is carried out and **provided that the corresponding authority has granted the Insured permission to use explosives for the demolition or knocked down and also carries out all security measures beforehand.**

### 4.16.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR DAMAGES CAUSED BY EXPLOSIVES COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR DAMAGES CAUSED BY EXPLOSIVES Coverage**, in no case cover losses, damage or indirect damages to:

1. Loss or damage to the work itself, carried out by the Insured.
2. Loss or damage to the equipment, materials or machinery used in the activities covered.
3. Loss or damage to property owned by the Insured.
4. Loss or damage to property located within a circle whose radius is equal to the height of the construction to be demolished or knocked down with the use of explosives.
5. Claims by members of a work consortium against each other or claims by the consortium against its members or vice versa.
6. Loss or damage caused to land, buildings, parts of buildings or installations due to failure to shore up or underpin when these activities should be carried out.
7. Damage resulting from work with explosives caused buildings within a radius of 80 meters from the site of the explosion.

### 4.17. CIVIL LIABILITY ARISING FROM DEMOLITION, DEMOLITION OR DISASSEMBLY WORK

The Policy conditions cover the legal civil liability of the Insured arising from damage to Third-parties due to demolition, knocked down or disassembly work on construction sites or buildings carried out in the locations covered by the Policy, **provided that the damage occurs within a radius greater than 50 meters from the place where the demolition, knock down or disassembly work is carried out.**

#### 4.17.1. RISKS EXCLUDED FOR CIVIL LIABILITY ARISING FROM DEMOLITION, DEMOLITION OR DISASSEMBLY WORK COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY ARISING FROM DEMOLITION, DEMOLITION OR DISASSEMBLY WORK Coverage**, in no case covers losses, damage or indirect damages to:

1. Loss or damage to the work itself, carried out by the Insured.
2. Loss or damage to the equipment, materials or machinery used in the activities covered.
3. Loss or damage to property owned by the Insured.
4. Claims by members of a work consortium against each other or claims by the consortium against its members or vice versa.
5. Loss or damage caused to land, buildings, parts of buildings or installations due to failure to shore up or underpin when these activities should be carried out.
6. Consequential losses of any kind, including indirect damages arising from material damage caused.

### 4.18. CIVIL LIABILITY FOR DAMAGE TO PIPES, WIRING, PLUMBING OR OTHER UNDERGROUND INSTALLATIONS

Under the terms of the Policy, the legal civil liability of the Insured is covered for damages caused to pipes, wiring, plumbing or other underground installations, all property of Third-parties, when the Insured carries out excavations necessary for the work assigned to him, **but provided that the Insured has been informed by the competent government offices and/or agencies about the location, situation and characteristics of the pipes, wiring, plumbing and underground installations and has been granted the corresponding permit to excavate.**

#### 4.18.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR DAMAGE TO PIPES, WIRING, PLUMBING OR OTHER UNDERGROUND INSTALLATIONS COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR DAMAGE TO PIPES, WIRING, PLUMBING OR OTHER UNDERGROUND INSTALLATIONS Coverage**, in no case covers losses, damage or indirect damages to:

1. Loss or damage to the work itself, carried out by the Insured.

2. Loss or damage to the equipment, materials or machinery used in the activities covered.
3. Loss or damage to property owned by the Insured.
4. Claims by members of a work consortium against each other or claims by the consortium against its members or vice versa.
5. Caused to pipes, wiring, plumbing or other underground installations by not shoring, underpinning or supporting land, buildings, parts of buildings or installations, when these activities should be done.
6. Consequential losses of any kind, including indirect damages arising from material damage caused.

### 4.19. CIVIL LIABILITY FOR SHORING, UNDERPINNING OR SUPPORTING

Under the terms of the Policy, the legal civil liability of the Insured is covered for damage caused to Third-parties by shoring, underpinning or supporting work that must necessarily be carried out as a result of the construction work being carried out on the property covered by the Policy.

#### 4.19.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR SHORING, UNDERPINNING OR SUPPORTING COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR SHORING, UNDERPINNING OR SUPPORTING Coverage**, in no case covers losses, damages or indirect damages to:

1. Loss or damage to the work itself, carried out by the Insured.
2. Loss or damage to the equipment, materials or machinery used in the activities covered.
3. Loss or damage to property owned by the Insured.
4. Claims by members of a work consortium against each other or claims by the consortium against its members or vice versa.
5. Caused by not shoring, underpinning or supporting land, buildings, parts of buildings or installations, when these activities should be done.
6. Consequential losses of any kind, including indirect damages arising from material damage caused.

### 4.20. CIVIL LIABILITY FOR SPECIAL WORKS

Under the terms of the Policy, the legal civil liability of the Insured is covered for damage caused to Third-parties during the execution of foundation works, construction of galleries, tunnels, subways, bridges, dams, retaining walls, towers, cranes or the type of work indicated in the Policy.

#### 4.20.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR SPECIAL WORKS COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR SPECIAL**

**WORKS Coverage, in no case covers losses, damages or indirect damages to:**

1. Loss or damage to the work itself, carried out by the Insured.
2. Loss or damage to the equipment, materials or machinery used in the activities covered.
3. Loss or damage to property owned by the Insured.
4. Claims by members of a work consortium against each other or claims by the consortium against its members or vice versa.
5. Caused by not shoring, underpinning or supporting land, buildings, parts of buildings or installations, when these activities should be done.
6. Consequential losses of any kind, including indirect damages arising from material damage caused.
7. Derived from demolition, dismantling or disassembly works, carried out on buildings located within a circle whose radius is equal to the height of the work or building to be demolished, dismantled or disassembled.

### 4.21. CIVIL LIABILITY FOR WORK CONSORTIUMS

When the Insured is part of a consortium or group of companies that jointly participate in the insured work(s), civil liability will be insured, within the terms indicated in the Policy conditions, in the following manner:

- A. When the Insured participates in a work consortium where the activities and functions of the members are distributed by specialties, partial works or stages and sections of construction, *HDI SEGUROS* will be responsible, within the terms of the Policy, **only for the damage caused by the Insured and just for the work that the Insured is responsible for performing.**
- B. When the Insured participates in a work consortium where the activities and functions of the members are not distributed by specialties, partial works or stages and sections of construction, *HDI SEGUROS* will be responsible, within the terms of the Policy, **only for the part of the damage that corresponds to the percentage or numerical participation of the Insured in said consortium.**
- C. When the work consortium must respond for damage and it is not possible to identify the cause, *HDI SEGUROS* will be responsible, within the terms of the Policy, **only for the part of the damage that corresponds to the percentage or numerical participation of the Insured in said consortium.**

#### 4.21.1. RISKS EXCLUDED FOR CIVIL LIABILITY FOR WORK CONSORTIUMS COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR WORK CONSORTIUMS Coverage, in no case covers losses, damages or indirect damages to:**

1. Caused by any company other than the Insured or the Policyholder of this Policy, whether it is part of the labor consortium.
2. By claims made by members of a labor consortium against each other or by claims of the consortium against its members, or vice versa.

### 4.22. CIVIL LIABILITY FOR PROPERTY IN STORAGE

Under the terms of the Policy, the legal civil liability of the Insured is covered for damage to personal property owned by Third-parties due to unintentional acts or omissions, when said property is under the care, custody, administration and control of the Insured by a deposit agreement, **provided that said property is located within the premises indicated in the Policy or in its specification.**

#### 4.22.1. INSURED OBLIGATIONS

It is a condition for granting this coverage that:

1. There is a valid deposit contract for said movable property.
2. The Insured provides the services covered by this insurance in a closed location, with controlled access and with a record and identification of each Third-party property that he receives.
3. Have express and valid authorization from the legally constituted federal, state and/or municipal authority, as appropriate.
4. Comply with the laws, rules and regulations in force, related to the type of things or goods that the Insured has within his premises.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

#### 4.22.2. RISKS EXCLUDED FOR CIVIL LIABILITY FOR PROPERTY IN STORAGE COVERAGE

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR PROPERTY IN STORAGE Coverage**, in no case covers losses, damage or indirect damages to:

1. Real property, as well as antiques, rare or difficult-to-replace items, accounting records or books, plans, molds, titles, money, securities, effects or documents that accrue interest, firearms, jewelry, goldsmithing, precious stones, precious metals, which are under the care, custody, administration or control of the Insured at the time of the loss.
2. Damage to aircraft, watercrafts, trains or motor vehicles intended and authorized to travel on public roads and provided with a license plate or license for such purpose.
3. Property that the Insured keeps due to the business activity that he carries out with or on these assets, such as: manufacturing, handling, transformation, repair, diagnosis, union (with other assets), fusion (with other assets), mixing (with other assets) and similar purposes.
4. Damage to property under care, custody, administration or control, caused or suffered outside the property described in the Policy, such as in yards, lots, gardens, and similar.
5. Damages for any repair or service carried out on the goods in custody, as well as for the products used in carrying out such work.
6. Fraud, theft or breach of trust committed by the officers, partners or employees of the

Insured, whether carried out alone or in agreement with other people.

7. Civil liability for mistaken delivery of Third-parties goods under care, custody, administration or control of the Insured.
8. Liability as a result of loss of Third-parties goods under care, custody, administration or control of the Insured.

### 4.23. EXCESS CIVIL LIABILITY FOR VEHICLES

The Policy conditions cover the non-contractual Civil Liability of the Insured arising from death or bodily injury to Third-parties or damage to property owned by Third-parties, as a result of use and operation of motor vehicles driven by the Insured's employees, in connection with activities inherent to the business of the Insured.

This coverage will apply in excess of the amount stated in the Policy or the Civil Liability limit of the vehicle's policy, whichever is greater.

#### 4.23.1. OBLIGATIONS OF THE INSURED

The following are required for this coverage:

1. There must be a valid policy with liability coverage for the vehicle to be backed up.
2. The policyholder must have express and valid authorization from the legally constituted federal, state, and/or municipal authority, as applicable, for the activities of the Insured.
3. The policyholder must comply with applicable laws, rules, and regulations related to the use, possession, and operation of vehicles.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

#### 4.23.2. RISKS EXCLUDED FOR EXCESS CIVIL LIABILITY FOR VEHICLES

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **EXCESS CIVIL LIABILITY FOR VEHICLES**, in no case covers losses, damages or indirect damages to:

1. Injuries to vehicle occupants.
2. Damage to Third-party property under the responsibility of the Insured for use, control, sale, safekeeping, surveillance, transformation, transportation, towing, or hauling, and, in general, damage to property held by any party that creates an obligation to restore or return it.
3. Vehicle driven by a person lacking the appropriate type of license to drive said vehicle, issued by a competent authority prior to the date of the accident, and in accordance with the type of service performed with the vehicle as indicated in the vehicle's specific Policy. For the purposes of this Policy, driver's licenses will be considered licenses.
4. Participation in bets, challenges, contests, safety tests, races of endurance or speed, whether amateur or professional.
5. Accidents occurring outside of Mexico.
6. For driving off roads designated for vehicle traffic, and when the roads are impassable or

traffic is restricted.

7. For overloading the vehicle in weight or volume, or for subjecting it to excessive traction relative to its strength or capacity.
8. Damage caused when the driver is not performing his/her duties in service to the Insured.
9. Any damage caused to transported goods.

### 4.24. CIVIL LIABILITY FOR DAMAGES CAUSED TO THE COUNTERPART TO THE CONTRACT

The Policy conditions cover the non-contractual Civil Liability of the Insured caused to the counterpart to the contract arising from the work or service provided by the Insured as specified in the Policy, so the counterpart will be considered at all times as a Third-party with regards to being compensated for damages, up to the sublimit indicated in the Policy.

#### 4.24.1. OBLIGATIONS OF THE INSURED

The following are required for this coverage:

1. Have a valid contract with the counterpart of the contract that specifies the work or services to be performed by the Insured.
2. Comply with applicable laws, rules, and regulations related to the work or services provided to the counterpart of the contract.

Failure to comply with these obligations releases *HDI SEGUROS* from all liability.

#### 4.24.2. RISKS EXCLUDED FOR CIVIL LIABILITY FOR DAMAGES CAUSED TO THE COUNTERPART TO THE CONTRACT

In addition to the general exclusions indicated in **CLAUSE 1. EXCLUDED PROPERTY AND RISKS** of these general conditions, it is understood and agreed that **CIVIL LIABILITY FOR DAMAGES CAUSED TO THE COUNTERPART TO THE CONTRACT** coverage, in no case covers losses, damages or indirect damages to:

1. Errors in safety and strength calculations, as well as in designs and plans.
2. Consequential losses of any kind.
3. Any type of contamination, whether accidental or not.
4. Breach of contractual responsibilities, non-payment to suppliers, contractors, or subcontractors by the Insured.
5. Damage to the subject matter of the contract, as well as the work and/or tasks carried out by the Insured.
6. Damage caused to employees, dependents, partners, beneficiaries, and representatives of the Insured or the policyholder.
7. Expenses for product recalls, as well as expenses for dismantling, disassembling, destroying, or disposing of defective products.
8. Damage resulting from the use and operation of motor vehicles, ships, drones, or aircraft.

# THIRD PART: GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

## CLAUSE 1. EXCLUDED PROPERTY AND RISKS

It is understood and agreed that this insurance in no case covers, nor refers to:

1. Liabilities or claims arising before the effective date of this Policy. The foregoing does not apply to coverage 4.4. CIVIL LIABILITY FOR PRODUCTS AND COMPLETED WORKS IN “CLAIMS MADE” MODALITY and 4.6. CIVIL LIABILITY FOR UNION AND MIXTURE OF PRODUCTS IN “CLAIMS MADE” MODALITY.
2. Liabilities arising from non-compliance with contracts or agreements, when such non-compliance has not resulted in the death or damage to the health of Third-parties, or the deterioration or destruction of property owned by them.
3. Liabilities arising from non-compliance with contracts or agreements and their corresponding substitute benefits.
4. Liabilities arising from the use and/or ownership or possession of watercrafts, aircraft or land motor vehicle owned by the Insured or in his/her service, unless the latter are intended for exclusive use within the premises insured by this Policy and do not require a license plate or permit for use in public places.
5. Liabilities arising from damage caused by the Insured and/or his employees when they are intoxicated or under the influence of drugs or narcotics not medically prescribed, as long as this circumstance has directly influenced the occurrence of damages or is considered responsible by the competent authority.
6. Consequential damages and/or fines and/or conventional penalties.
7. If the Insured is a natural person, liabilities arising from damages suffered by: spouse, parents, children, siblings, parents-in-law, siblings-in-law or other relatives of the Insured, who live permanently with him/her.
8. If the Insured is a legal person, liabilities arising from damages suffered by: directors, managers, partners, administrators, managers or other persons in a management role, as well as by their spouses, parents, children, siblings, parents-in-law or other relatives who work in the insured business.
9. Personal civil liability of employees and participants in sports activities.
10. Liabilities of persons who are not in an employment relationship with the Insured.
11. Liabilities for damages caused by:
  - a. Inconsistency, subsidence or settlement of the soil or subsoil.
  - b. Lack or insufficiency of consolidation works to prevent the loss of necessary support to the soil or subsoil of neighboring properties.
12. Liabilities for damages caused by war or other acts of war, revolution, rebellion, riot, strike or damages originating from the order of authorities of law or fact.
13. Responsibilities attributable to the Insured, in accordance with the Federal Labor Law, the Social Security Law or other complementary provision of said Laws.

- 14. Professional Responsibilities.**
- 15. Compensation having or representing the character of a fine, penalty, punishment for example, such as those called punitive damages, vindictive damages, exemplary damages, aggravated damages or others with similar terminology.**
- 16. Claims resulting from accidents or occupational illness of personnel employed by the Insured or other persons performing work for him/her.**
- 17. Liabilities caused by or as a consequence of terrorism or sabotage.**
- 18. Liabilities and expenses:**
  - a. Arising from the manufacture, extraction, processing, handling, distribution, storage, use, testing, sale, ownership of asbestos, any asbestos derivatives, or products or materials containing asbestos, or any asbestos fibers.**
  - b. Arising from exposure to, inhalation of asbestos, any asbestos derivatives, or products or materials containing asbestos, or any asbestos fibers.**
  - c. Arising from claims for fear of the consequences of exposure to inhalation of asbestos, any asbestos derivatives, or products or materials containing asbestos, or any asbestos fibers.**
  - d. Arising from damage to any property of Third-parties arising from or caused by asbestos, any asbestos derivatives, or products or materials containing asbestos, or any asbestos fibers.**
  - e. Also excluded are any expenses incurred by the insured to clean or remove damage caused by asbestos, any derivative of asbestos, or products or materials containing asbestos, or any asbestos fiber.**
- 19. Liabilities arising from data loss of:**
  - a. For the purposes of this exclusion, the word 'data' means the information or concepts, or representations of information or concepts expressed in any form.**
  - b. The indemnity granted by this Policy shall not apply to loss or damage(s) of any kind, resulting from, or caused by, any of the following events or to which such event(s) has contributed:**
    - i. the erasure, destruction, corruption, theft, misappropriation or misinterpretation of data.**
    - ii. any error in the creation, modification, input, deletion or use of data.**
    - iii. any inability to receive, transmit or use data.**
- 20. Due to or resulting from:**
  - i. Malicious software, computer virus, cyber-attack, cyber terrorism or cyber war.**
  - ii. Misuse of the internet, internet address, website or similar.**
  - iii. Any electronic transmission of data or other electronic information.**
- 21. Loss or damage caused to Third-parties for pure financial damage.**
- 22. Damage caused to Third-parties in their property and/or person due to fortuitous events or force majeure.**
- 23. Damage or losses resulting from the practice and/or illegal execution of actions associated with: computer espionage, industrial espionage, covert obtaining of confidential data or information, infiltration, penetration, use of bribery or blackmail.**
- 24. Damage due to sexual harassment, sexual abuse, rape, lewd acts, sexual misconduct,**

harassment, mistreatment or abuse by the Insured, his/her employees or economic dependents.

25. Civil liability for property owned by Third-parties that is forgotten in the Insured facilities.
26. Civil liability in events not organized by the Insured.
27. Damages due to non-compliance with rules, laws, regulations, decrees and resolutions of authorities related to the Insured activity.
28. Damages resulting from the use or possession of makeshift equipment or experimental equipment.
29. Genetic damage caused by products or services provided or supplied by the Insured.
30. Nuclear energy risks, such as, but not limited to:
  - i. Derivatives of production, manufacture, enrichment, conditioning, transformation, reprocessing, use, storage, handling, manipulation and disposal of nuclear material, except in places where such substances are stored during transport.
  - ii. Derivatives of the supply of goods and services to a nuclear power plant generating electricity.
  - iii. Irradiation and contamination by nuclear material.
  - iv. Construction, assembly, installation, replacement, repair, maintenance or dismantling of goods in or for a nuclear power plant generating electricity.
  - v. Those that are a consequence of or arising from nuclear radiation or contamination by radioactivity of any nuclear fuel or any nuclear waste from nuclear combustion, as well as those caused, aggravated or due to nuclear war material.

## CLAUSE 2. INSURED AMOUNT

The insured amount represents the maximum liability that *HDI SEGUROS* assumes for each coverage, for one or more events that occur during the term of the Policy.

If specifically indicated in the Policy, the insured amount may cover two or more locations like C.S.L. (combined single limit) which will be described in the Policy.

## CLAUSE 3. COMPENSATION

In the event of a claim, *HDI SEGUROS* will pay the amount of losses suffered, indirect damages and moral damages without exceeding the contracted insured amount, after deducting the Insured's share of the loss as indicated in the Policy.

In the event of compensation for civil liability, this Insurance Contract grants the right to compensation directly to the injured Third-parties, who shall be considered the beneficiaries from the time of the incident. If the injured is compensated in whole or in part by the Insured, they shall be reimbursed proportionally by *HDI SEGUROS*.

Any Compensation paid by *HDI SEGUROS* as a result of the risks covered by the Policy will reduce the insured amount by the same amount, and compensation for subsequent losses will be paid up to the limit of the remaining amount.

### CLAUSE 4. DECREASE AND REINSTATEMENT OF SUM INSURED

Any compensation that *HDI SEGUROS* pays reduces the sum insured by the same amount, this can be reinstated upon a written request for the Insured with the payment of the corresponding Premium, previously accepted by *HDI SEGUROS* in written. If the Policy includes several sections, the reduction or reinstatement will apply to the section or sections affected.

### CLAUSE 5. PREMIUM AND PAYMENT OBLIGATIONS

#### I. Premium

The Premium is due and must be paid at the time the contract is agreed. The period of validity of the contract is specified in the Policy.

In the event of a claim, *HDI SEGUROS* will deduct from the compensation due to the Insured the total of the Premium pending payment until the Premium corresponding to the contracted insurance period is completed.

#### II. Split payment

The Insured may choose to pay the annual Premium in parts, either monthly, quarterly or semi-annually, in which case the financing rate agreed between *HDI SEGUROS* and the Insured on the date of issuance of the contract will be applied.

#### III. Termination of the contract effects due to non-payment

**If the Premium or the corresponding portion has not been paid within the agreed term, in cases of payment in portions, the effects of the contract will automatically cease at 12:00 (noon) of the last day of that term. If the term has not been agreed upon, a period of 30 calendar days following the issuance date will apply.**

**In the case of partial payment, if the Premium corresponding to subsequent periods installments have not been paid by the due date, the effects of the contract will cease.**

#### IV. Conditions for granting the service

In terms of Article 35 of the Insurance Contract Law, *HDI SEGUROS* will not be able to avoid responsibility for the realization of the risk, through clauses in which it is agreed that the insurance will not come into force until after the payment of the Premium or portion of it.

#### V. Rehabilitation

Notwithstanding the provisions of the previous points of this clause, the Insured may, within 30 days following the last day of the grace period, pay the Premium for this insurance, with prior written acceptance from *HDI SEGUROS*. In this case, by the sole fact of the payment, the effects of this insurance will be reinstated from the time and day indicated on the payment receipt and the original validity will be automatically extended for a period equal to that between the last day of the mentioned grace period and the time and day on which the rehabilitation takes effect.

However, if, at the latest when making the payment in question, the Insured requests in writing that this insurance

retain its original validity, *HDI SEGUROS* will adjust and, if applicable, immediately return, pro rate, the Premium corresponding to the period during which ceased its effects in accordance with Article 40 of the Insurance Contract Law, whose initial and terminal moments are indicated at the end of the preceding paragraph.

Without prejudice to its automatic effects and for administrative purposes, *HDI SEGUROS* must record the rehabilitation referred to in this clause in the receipt issued for the corresponding payment and in any other document issued after said payment.

### VI. Place of payment

Unless the receipt corresponding to the Policy expressly establishes a different place of payment, the stipulated Premiums will be paid, with the agreed frequency, at the offices of *HDI SEGUROS* upon delivery of the corresponding receipt.

If payment of the Premium has been agreed by credit card, debit card or by direct charge to any bank account of the Contracting Party and/or Insured, the respective bank statement where said charge appears will provide full proof of payment thereof.

In the event that said payment cannot be made for reasons attributable to the Contracting Party and/or Insured, this Policy will cease to have its effects once the grace period referred to in **point III** has elapsed.

## CLAUSE 6. AGGRAVATION OF THE RISK

The Insured must notify *HDI SEGUROS* of any circumstance that causes an essential aggravation of the risks covered within 24 hours of becoming aware of such circumstances. **If the Insured fails to provide notice or if it causes an essential aggravation of the risk and this influences the occurrence of the loss, the obligations of *HDI SEGUROS* will cease automatically from then on.** (Article 52 of Insurance Contract Law).

For the purposes of the preceding paragraph, it shall always be presumed that:

1. That aggravation is essential when it refers to a fact that is important for the assessment of a risk, such that *HDI SEGUROS* would have contracted under different conditions if, when entering into the contract, it had known of a similar aggravation.
2. That the Insured knows or should know of any aggravation that arises from acts or omissions of their tenants, spouse, descendants or any other person who, with the consent of the Insured, lives in the building or has in their possession the property insured. (Article 53 of the Insurance Contract Law).

**In cases of fraud or bad faith in the aggravation of the risk, the Insured will lose the Premiums paid in advance.** (Article 60 of the Insurance Contract Law).

**The obligations of *HDI SEGUROS* will cease if it is demonstrated that the Insured, the beneficiary or their representatives, cause *HDI SEGUROS* to make an error, conceal or inaccurately declare facts that would exclude or restrict said obligations. The same will be observed if, for the same purpose, the facts related to the claim are not received in a timely manner.** (Article 70 of the Insurance Contract Law).

**If, at present or in the future, the Policy holder, Insureds or beneficiaries carry out or are involved in illegal activities, this will be considered an aggravation of the essential risk in terms of law.**

**Due to the above, the obligations of *HDI SEGUROS* will cease as of right, if the Policy holder,**

**Insured(s) or beneficiary(s), under the terms of Article 492 of the Insurance and Bonding Institutions Law and its general provisions, was/are convicted by final sentence, for any crime derived from Articles 139 to 139 Quinquies, 193 to 199, 400 and 400 Bis of the Federal Penal Code and/or any article related to crime organized in national territory; said sentence may be issued by any competent authority of the local or federal jurisdiction, as well as by competent foreign authorities whose government has signed an international Treaty with Mexico related to the points indicated in this paragraph; or, if the name of the Policy holder, Insured(s) or beneficiary(s) his/her activities, the property covered by the Policy, or his/her nationalities; are published in an official list related to crimes linked to what is established in the aforementioned articles, whether of a national or foreign nature coming from a government with which Mexico has concluded any of the aforementioned Treaties.**

Where applicable, the contract obligations will be restored once *HDI SEGUROS* is aware that the name of Policy Holder, Insured(s) or Beneficiary(s) are no longer on the lists previously mentioned.

*HDI SEGUROS* will submit to the competent jurisdictional authority any amount derived from this Insurance Contract that may remain in favor of the person(s) referred to in the previous paragraph, with the purpose of said authority determining the destination of funds.

Any amount paid not accrued that is paid after the fulfillment of the previously indicated conditions, will be consigned in favor of the corresponding authority.

## CLAUSE 7. INSPECTION OF COVERED PROPERTY

*HDI SEGUROS* will have the right to inspect the property covered, on any business day and at any time, by persons duly authorized by *HDI SEGUROS* itself, in the address of the property indicated on the Policy or their specifications.

The supplier designated will be carried out by verifying the security measures, maintenance, storage conditions, order and cleanliness, the state of the covered goods and activities, as well as verifying the information provided by the Insured or their representatives when requesting or contracting the Policy, as applicable.

To this end, prior to the visit to coordinate the date and time, a written or electronic notification will be sent to the contact information provided by the Insured, their representative, or their Agent, along with the name and contact information of the *HDI SEGUROS* employee or their provider. This notification will be sent to the Insured regarding instructions or requirements regarding the type of personal identification required, requirements for registration at the access control booth, and personal clothing or equipment required for access or during the visit.

Areas to be inspected during the visit, if any, on the premises or those corresponding to the type of property or activities covered by the Policy:

- Access to the premises or facilities (for employees and means of transportation).
- Land or yards outside the facilities (adjacent and neighboring).
- Electrical substation.
- Boilers or equipment subject to pressure.
- Compressors.
- Common areas and parking and maneuvering yards.
- Warehouses for raw materials, packaging materials, and finished products.
- Warehouses or tanks for the storage of goods, chemicals, and raw materials.
- Gas tanks.

- Offices and industrial warehouses.
- Production areas.
- Sports, social, and recreational areas.
- Closed-circuit television (CCTV) control room.
- Storage areas for hazardous waste and garbage.
- Fire network pump room.
- And any other area on the premises that is relevant or related to the type of property or activities covered by the policy.

Example of documents that may be requested from the insured during the visit, only those corresponding to the type of property or activities covered by the Policy:

- General architectural plan of the premises that allows the identification of the areas, buildings, and facilities.
- Diagram of production or service processes.
- List of machinery and equipment installed on the premises.
- List of infrastructure and security equipment for fire or theft.
- Photographs or images of the covered facilities, processes, or services.
- Any other documents that the Insured deems necessary to provide to HDI SEGUROS for a correct assessment of the risk.

General topics that may be discussed during the visit, only those relevant to the type of property or activities covered by the Policy:

- Number of insured employees.
- Work schedules.
- Production capacity.
- Processes or services performed on the premises.
- Quantity and type of raw materials and finished products stored.
- Type and maintenance periods for property, machinery, equipment, and facilities.
- Type and maintenance periods for infrastructure for fire or theft.
- Type and maintenance periods for electrical installations.
- Personal protective equipment for insured employees according to their activity.
- Industrial, electronic, or mechanical security systems or mechanisms.
- Adjacent to the property.
- Civil protection program.
- Fire protection infrastructure.
- Human resources assigned to fire protection.

The expenses derived from the organization and execution of the inspection visit will be borne by HDI SEGUROS.

Meanwhile, the Insured will be obligated to provide the *HDI SEGUROS* representative with all the details and information necessary for the assessment of the risk, and subsequently the Insured will be informed of the result of the inspection.

If the inspection reveals an aggravation of risk in any asset or derivative of any activity, HDI SEGUROS will require the Insured in writing to eliminate said aggravation. **The expenses derived from the elimination of the aggravation will be borne by the Insured. If the Insured does not comply with the requirements of HDI SEGUROS within the period indicated, HDI SEGUROS will not be liable for losses or damages caused by said aggravation, if this fact directly influenced the claim.**

## CLAUSE 8. PROCEDURE IN CASE OF A CLAIM

A. Notice of Claim: The Insured agrees to notify *HDI SEGUROS*, as soon as it becomes aware of any claims or

demands received by it or its representatives. To this end, it will forward the documents or copies thereof that were delivered to it for this purpose. *HDI SEGUROS* agrees to inform the Insured, immediately and in writing, that it will not assume the direction of the proceedings, should this be its decision.

If it does not make this declaration in the manner provided, it will be understood that *HDI SEGUROS* has assumed the direction of the proceedings against the Insured, and the Insured must cooperate with it, in accordance with the terms of the following paragraphs of this clause.

In the event that *HDI SEGUROS* does not assume the direction of the proceedings, it will reimburse the Insured in advance, up to the amount it agreed to pay for this purpose, to cover the costs of its defense, which it must conduct with due diligence.

### B. Cooperation and Assistance of the Insured:

The Insured undertakes, in any proceedings that may be initiated against them, arising from liability covered by the insurance:

- To provide the necessary information and evidence requested by *HDI SEGUROS* for their defense, if necessary, or when the Insured fails to appear.
- To exercise and assert the legal actions and defenses available to them.
- To appear in all proceedings.
- To grant power of attorney to the attorneys designated by *HDI SEGUROS* to represent them in the proceedings, if they are unable to directly participate in all the proceedings.

All expenses incurred by the Insured to comply with these obligations shall be covered by the insured sum relating to defense expenses.

If *HDI SEGUROS* acts negligently in determining or directing the defense, liability for the expenses of said defense will not be subject to any limit.

#### a) Claims and lawsuits:

*HDI SEGUROS* is authorized to settle claims out of court or in court, to conduct lawsuits or legal proceedings before authorities, and to enter into agreements.

Any acknowledgment of debt, transaction, agreement, or other legal act that implies acknowledgment of the Insured's liability, entered without consent of *HDI SEGUROS*, for the purpose of creating the appearance of liability that would otherwise be nonexistent or less than actual, shall not be enforceable against *HDI SEGUROS*. The admission of the materiality of a fact by the Insured cannot be equated with acknowledgment of liability.

#### b) Insurance Beneficiary:

This Insurance Contract grants the right to compensation directly to the injured Third-party, who shall be deemed the beneficiary from the moment of the loss.

#### c) Reimbursement:

If the Third-party is compensated in whole or in part by the Insured, *HDI SEGUROS* will reimburse them proportionally.

## CLAUSE 9. TECHNICAL EXPERTISE

In the event of disagreement between the Insured and *HDI SEGUROS* regarding the amount of any loss or damage, the matter will be submitted to the opinion of an expert appointed by mutual agreement in writing by both parties; but if they do not agree on the appointment of a single expert, two will be appointed, one for each party; which will be done within a period of 10 days from the date on which one of them had been requested by the other in writing to do so. Before beginning their work, the two experts will appoint a third expert in the case of

disagreement.

If one of the parties refuses to appoint its expert or simply does not do so when requested by the other party, or if the experts do not agree on the appointment of the Third-party, it will be the judicial authority that, at the request of any of the parties, will appoint the third expert in disagreement or both if necessary.

The death of one of the parties when they are a natural person or their dissolution if they are a legal entity, occurring while the expert opinion is being carried out, will not nullify or affect the powers or attributions of the expert, the experts or the Third-party. Or if one of the parties' experts or the Third-party dies before the ruling is made, another will be appointed by the appropriate party (the parties, the experts or the judicial authority) to replace him/her.

The expenses and fees arising from the expert opinion will be borne by *HDI SEGUROS* and the Insured in equal parts, but each party will cover the fees of its own expert.

The expert opinion referred to in this clause does not mean acceptance of the claim by *HDI SEGUROS*; but will simply determine the circumstances and amount of the loss that *HDI SEGUROS* would eventually be obliged to compensate after applying the corresponding Deductible and Coinsurance, leaving the parties free to exercise the actions and raise the corresponding exceptions.

## CLAUSE 10. PLACE OF PAYMENT

*HDI SEGUROS* will make payment of any compensation at its offices, within a period of 30 days from the date on which it receives the documents and information that allow it to know the basis of the claim.

## CLAUSE 11. PARTICIPATION OF THE INSURED

In each loss, the Insured will be responsible for paying the amount that results from applying the percentage indicated in the Policy to the insured sum of the damaged property, a payment that makes up the Deductible and is generated as a result of a loss of any of the risks covered by the Policy.

If the conditions applicable to any risks covered in the Policy provide for the application of Coinsurance payable by the Insured, this will be applied to any compensable loss or damage after the Deductible.

## CLAUSE 12. JURISDICTION

In the event of a dispute, the claimant may assert his or her rights before the Department of the Specialized Unit for Attention to Users of *HDI SEGUROS* (UNE) or the National Commission for Protection and Defense of Users of Financial Services (CONDUSEF), with the claimant being able to go to any of its delegations in terms of the Law for the Protection and Defense of Users of Financial Services and the Law on Insurance and Bonding Institutions. Claims must be submitted within a period of 2 years from the occurrence of the event that gave rise to them or, where applicable, from the refusal of *HDI SEGUROS* to satisfy the claims of the Insured.

If the parties do not submit to the arbitration of CONDUSEF, or whoever it proposes, the rights of the claimant will be left safe so that they can be asserted before the competent Judge in the domicile of said delegations. In any case, it is up to the claimant to go before those instances or directly before the Judge.

*HDI SEGUROS* Customer Service: **(UNE Unidad Especializada de atención al Usuario)**.  
Blvd. San Juan Bosco #5003, colonia Rancho Seco, C.P. 37669, León, Guanajuato, México.  
For any doubt or for consulting about this insurance Policy, please call 477 740 2827 or email [une@hdi.com.mx](mailto:une@hdi.com.mx).

**National Commission for Protection and Defense of Users of Financial Services.**

Av. Insurgentes Sur No. 762, Col. Del Valle, Ciudad de México.

e-mail: asesoria@condusef.gob.mx. phone: 55 5340 0999 and 800 999 8080, www.condusef.gob.mx

### CLAUSE 13. SUBROGATION OF RIGHTS AND CLAIMS

*HDI SEGUROS* will be subrogated up to the amount paid in the rights of the Insured, as well as in their corresponding legal actions against those responsible for the loss. If *HDI SEGUROS* requests it, at its expense, the subrogation will be by notary. **If subrogation is prevented due to acts or omissions of the Insured, *HDI SEGUROS* will be released from its obligations.** If the damage is compensated totally or partial, the Insured and *HDI SEGUROS* will assert their rights in the corresponding proportion.

The subrogation will not apply if the Insured has a marital or kinship relationship by consanguinity or affinity up to the second degree with the person who caused the damage, or if the Insured is civilly responsible for said person.

### CLAUSE 14. EARLY TERMINATION OF CONTRACT

Notwithstanding the validity term of the contract, the parties agree that it may be terminated early, by written notification.

When the Insured terminates it, ***HDI SEGUROS* will be entitled to the Premium that corresponds to the time during which the insurance has been in force, plus the issuance costs.**

When *HDI SEGUROS* terminates the contract, it will do so by written notification to the Insured, and the termination will take effect 15 days after receipt of the respective notification. In this case, *HDI SEGUROS* will return to the Insured the Premium corresponding to the time during which the insurance was not in force, less the issuance costs, and will do so no later than when said notification is made, without which requirement it will be considered not made.

The refund will be made by transfer to the account indicated by the Insured within a period of 30 days from the termination notification.

### CLAUSE 15. FRAUD OR BAD FAITH

The obligations of *HDI SEGUROS* will cease:

1. If the Insured, the beneficiary or their representatives conceal or inaccurately declare facts that would exclude or could restrict said obligations, or if they try to make *HDI SEGUROS* fall into error.
2. If it is demonstrated that the Insured, the beneficiary or their representatives try to cause *HDI SEGUROS* to make an error by not providing them in a timely manner with the information requested about the claim and by which its occurrence and its consequences can be determined.
3. If there is fraud or bad faith in the loss or in the claim of the Insured, the beneficiary, his assignees, or his respective attorneys.

### CLAUSE 16. COMMUNICATIONS

Any statement or communication related to this contract must be sent to *HDI SEGUROS* in writing, precisely to its

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address, which is indicated in the Policy.

In all cases in which the address of the *HDI SEGUROS* offices is different from that stated in the Policy, *HDI SEGUROS* must notify the Insured of all information and notices that must be sent to *HDI SEGUROS* and for any other legal effect.

The requirements and communications that *HDI SEGUROS* must make to the Insured or their assignees will be valid if they are made at the last address known to *HDI SEGUROS*.

### CLAUSE 17. GEOGRAPHICAL LIMIT

The Policy has been contracted in accordance with Mexican laws and to cover damages that occur within the territory México, except if civil liability coverage for damage abroad was contracted.

### CLAUSE 18. CURRENCY

All values indicated in the Policy, including insured sums and Premiums, will be denominated in the currency specified in the same Policy. However, all payments under this Insurance will be made in national currency in accordance with the Monetary Law in force in Mexico on the date of payment.

### CLAUSE 19. STATUTE OF LIMITATIONS

All actions arising from this Insurance Contract are subject to a statute of limitations of 2 years, in accordance with the terms Article 81 of the Insurance Contract Law, from the date of the event, except in cases mentioned in Article 82 of said law.

The period referred to in the previous paragraph will not run in the event of omission, false or inaccurate statements about the risk incurred, but from the day on which *HDI SEGUROS* has become aware of it. And if it is about the occurrence of the incident, from the day on which it becomes known to the interested parties, who must demonstrate that until then they were unaware of said occurrence.

In the case of Third-party beneficiaries, it will also be necessary for them to be aware of the right established in their favor.

The statute of limitations will be interrupted not only for ordinary causes, but also for the presentation of claims to CONDUSEF in accordance with the provisions of Article 66 of the Law for Protection and Defense of Users of Financial Services.

The statute of limitations will be suspended only with the presentation of claims to the Specialized User Assistance Unit of *HDI SEGUROS*, in accordance with the provisions of Article 50 Bis of the Law for Protection and Defense of Users of Financial Services.

### CLAUSE 20. INTEREST PAYMENT FOR DELAYED COMPENSATION

If the Insured complied with delivering all the documents and information required for their claim and *HDI SEGUROS* does not comply with the obligation to compensate within 30 days following the date on which it received them, in terms of Article 71 of the Insurance Contract Law, it will be conventionally obliged to pay the Insured, the affected Third-party, or its beneficiaries, compensation for late payment, in accordance with Article 276 of the Insurance and Bonding Institutions Law.

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### CLAUSE 21. BROKER INFORMATION

During the validity of the Policy, the Contracting Party may request in writing *HDI SEGUROS* to inform them of the percentage of the Premium that by way of commission or direct compensation, corresponds to the intermediary or legal entity for its intervention in the execution of this contract.

*HDI SEGUROS* will provide such information, in writing or by electronic means, within a period that will not exceed 10 business days following the date of receipt of the request.

### CLAUSE 22. ACCEPTANCE OF THE CONTRACT AND MODIFICATIONS. ARTICLES 19 AND 25 OF THE INSURANCE CONTRACT LAW

If the contents of the Policy or its amendments do not match the quote, the Insured may request the applicable rectification within 30 days following the day on which the Policy is received. Once this period has expired, the stipulations of the Policy or its amendments shall be deemed to be accepted. Article 25 Insurance Contract Law.

In terms of Article 19 of the Insurance Contract Law, any modification to this contract must be recorded in writing and with prior agreement between the parties. If modifications to the contract are requested from *HDI SEGUROS* through an intermediary authorized by it, the request must include the explicit authorization of the Insured. In any case, the modifications made to these general conditions will be previously registered with the National Insurance and Bonding Commission.

### CLAUSE 23. VALIDITY

The validity of the Insurance begins and ends at 12:00 (noon) on the dates specified in the Policy.

Unless otherwise agreed, the Policy will be valid for one year. However, it may be contracted for a term of less than one year. In all cases the validity will be indicated in the Policy.

### CLAUSE 24. BENEFITS FOR THE INSURED

In accordance with Article 65 of the Insurance Contract Law, if during the term of the Policy, *HDI SEGUROS* amends the registered general conditions of the Policy to offer new and improved coverage, the Insured will have the right to request that they be added to their Policy. In case *HDI SEGUROS* offers improved coverage with additional Premium, the Insured will be obliged to pay the Premium to receive said coverage. The coverage will apply from the date it was requested.

### CLAUSE 25. OTHER INSURANCE

If the Insured or whoever represents their interests take out other insurance during the term of this Policy that covers the same property or people for the same risks covered here, they will have the obligation to immediately notify *HDI SEGUROS*, by means of written notice, indicating the name of the insurers and the contracted insured amounts.

**If the Insured intentionally omits said notice or if they take out various insurance policies to obtain an illicit benefit, HDI SEGUROS will be released from its obligations.**

### CLAUSE 26. LANGUAGE

The Spanish version of the printed or written conditions prevails in case of legal interpretation. If an English version of the conditions is delivered, it is considered a courtesy translation.

### CLAUSE 27. DELIVERY OF CONTRACTUAL DOCUMENTATION

In the event that this insurance has been contracted through a service provider referred to in Articles 102, first paragraph and 103, sections I and II of the Insurance and Bonding Institutions Law, whose Premium collection is made charged to a credit card or bank account, *HDI SEGUROS* is obliged to deliver to the Insured the documents that record the rights and obligations of the insurance, through one of the following means:

1. Personally, at the time of contracting the insurance, in which case the Insured will sign the corresponding acknowledgment of receipt.
2. Home delivery by means that *HDI SEGUROS* uses for this purpose, and confirmation of their shipment must be obtained.
3. Through the Insured's email, in which case they must provide *HDI SEGUROS* with an email address to which they must send the respective documentation.

*HDI SEGUROS* will record the delivery of the aforementioned documents in the case indicated in paragraph 1, and in the cases of paragraphs 2 and 3, it will record that it used the means indicated for the delivery of the documents.

If the Insured does not receive the documents referred to in this clause within 30 calendar days after having contracted the insurance, they must inform *HDI SEGUROS* by calling: 800 0000 434 (calling from Mexico); so that, at the Insured's option, *HDI SEGUROS* can send them the documentation containing the rights and obligations of the insurance, by email.

By way of example, but not limitation, the account statement, receipt, folio or confirmation number of the transaction, where the bank charge appears, will provide full proof of the date and time of the Premium payment, until *HDI SEGUROS* provide the corresponding proof of payment.

To cancel this Policy or request that it not be renewed, the Insured must call: 800 0000 434 (calling from Mexico). *HDI SEGUROS* will issue an attention folio that will be proof that the Policy will not be renewed, or that it was canceled from the moment said folio is issued.

### CLAUSE 28. USE OF EQUIPMENT, ELECTRONIC MEDIA, OPTICAL MEDIA, OR OTHER TECHNOLOGY

In accordance with the provisions of Article 214 of the Insurance and Bonding Institutions Law, with prior written consent of the Insured, *HDI SEGUROS* may use equipment, electronic, optical or any other technology in carrying out its operations and provision of services, including the electronic or digital issuance of your policies, as well as their endorsements and annexes.

The Insured and/or Policy holder express(es) their consent for *HDI SEGUROS* to issue the policies and their endorsements or annexes, in writing or through electronic, optical or any other valid technology and they may not object to the use of these means or oppose them, so in the interpretation and fulfillment of this contract they will be subject to the provisions of chapter 4.10 of Use of Electronic Means for the Contracting Insurance and Bonds of the Insurance and Bonds Circular, agreeing to this effect:

- I. That through these means, receipts for collection of premiums, invoices, policies, endorsements and annexes that are requested from *HDI SEGUROS* may be issued, as well as any other derivative of the provision of the contracted service, electronic documents that may be printed, but the electronic version will prevail if there is any difference between the two.
- II. In the sale of insurance carried out by *HDI SEGUROS* by phone, a positive contracting response from the Insured must be obtained, thus generating a 4 (four)-digit code to confirm said response, which must be typed by the Insured to confirm.
- III. Once the telephone sale has been confirmed, *HDI SEGUROS* will send the Insured, to the email address indicated, an email informing them of the details of the product they contracted, as well as its main clauses and exclusions, and that they have 48 (forty-eight) hours to cancel the contract to make the cancellation valid.
- IV. In the same email that *HDI SEGUROS* sent to the Insured, there will be a link where; by entering your confirmation code, you can access the details of the product you have contracted.
- V. After 48 (forty-eight) hours have elapsed without *HDI SEGUROS* having received a cancellation notice from the Insured, it will inform the latter, via email, that the Policy has become active from the start date indicated on the Policy and the selected coverages are in effect. The General Conditions, the Policy, the Endorsements, brochures and procedures for filing claims in the event of a loss, will be delivered to the Insured in a period of no more than 30 (thirty) calendar days.

*HDI SEGUROS*, the Insured and/or Contracting Party declare that they are aware of the content and scope of the legal and regulatory provisions relating to the execution of legal acts by electronic means or any other technology and are willing to operate through them since they are not familiar with them.

Likewise, *HDI SEGUROS*, the Insured and/or Policy holder accept that the creation, transmission, modification and extinction of rights and obligations derived from the electronic Policy is supported by digital certificates in terms of **Chapter 4.10 On the Use of Electronic Means for the Contracting of Operations of Insurance and Bonds on the Insurance and Bonds Circular and in the absence of express provision, by the Second Title, of Electronic Commerce, Chapter I of Data Messages, Articles 89 to 99 and other relative and applicable of the Commercial Code**, which guarantee the identity, authenticity and integrity of the operations and services provided to Third-parties.

*HDI SEGUROS* may request and receive documentation and information from the Insured and/or Policy holder through electronic means and the latter must guarantee the satisfaction of *HDI SEGUROS* the means of creation, transmission and modification of said information, which allows it to ensure the identity, authenticity and integrity of the electronic documentation generated and transmitted.

In the event provided for in this clause, the cancellation or early termination of the contract, if applicable, may also be carried out electronically. Once the cancellation or early termination action has been confirmed, *HDI SEGUROS* will be entitled to the premium corresponding to the period during which the insurance was in force plus issuance costs and will return the corresponding remainder within 10 (ten) business days after the cancellation or early termination request has been registered.

The refund will be made by transfer to the account indicated by the Insured.

The same procedure will be followed in the event of a non-renewal request.

The Insured and/or Policyholder acknowledge and accept that the use of electronic media represents significant benefits, and that its improper use may generate certain security risks that may lead to various forms of fraud to their detriment. These risks can be mitigated by following certain basic guidelines for the protection of personal information. In this regard, *HDI SEGUROS* suggests that the Insured and/or Policyholder follow certain protective measures, including:

- Do not conduct transactions on public computers (internet cafes, hotel and airline business centers, among others), as this may jeopardize the confidentiality of information.
- Install antispyware and antivirus software on your personal computer and keep it updated.
- Verify the legitimacy of any request for personal or financial information received by any means, especially by email.
- Do not share access codes with anyone.
- Memorize access codes or keep them in a safe place; never carry them with you.

It is understood that *HDI SEGUROS* will never request the Insured and/or Policyholder to provide personal or financial information via email.

## CLAUSE 29. COMMUNICABLE DISEASE CLAUSE

- 1. This Policy excludes any liability of the Insured for damages; losses; compensation; injuries; emotional affectation; conditions; illness; diseases; death; medical expenses; defense spending; costs; bills; cleaning cost; toxicity elimination; removal; monitoring or testing for a communicable disease; damages caused by the measures taken for its containment and/or control or any other amount, real or intended, directly caused by or related to a communicable disease. This exclusion is also applicable to damages and losses caused by the impossibility of using, enjoying and disposing of the insured property as ordered by a competent authority in the presence of a communicable disease, or because the Insured voluntarily or preventively does so.**
- 2. For the purposes of this Policy, a communicable disease is any disease that can be transmitted by any means from one organism to another when:**
  - 2.1 This medium contains viruses, bacteria, parasites or other organisms or any variation or mutation thereof, whether considered living or not.**
  - 2.2 The method of transmission includes transmission by air, transmission by fluids of all kinds, transmission from or to any surface or object, solid, liquid or gaseous, or between organisms.**
  - 2.3 The disease or environment may affect or threaten human health or well-being.**
  - 2.4 Communicable disease must be recognized by a competent health authority.**

## CLAUSE 30. LIMITATION AND EXCLUSION OF SANCTIONS AND SEIZURES

*HDI SEGUROS* will not be obliged to provide coverage nor will it have responsibility to pay any claim or provide any benefit derived from the Policy, to the extent that providing said coverage, paying said claim or providing said benefit may expose *HDI SEGUROS* to any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of México, the European Union, the United Kingdom or United States, provided that the country imposing the sanction, restriction or prohibition has entered into an international treaty with México relating to the provisions of this clause.

### CLAUSE 31. PRIVACY NOTICE

HDI Seguros, S.A. de C.V., located at 5003th, San Juan Bosco Blvd. Rancho Seco, Z.C. 37669, in León Guanajuato, Mexico, will collect your personal data to perform all necessary activities related to provide you with the services that may be or have been contracted in a timely and correct manner related to: Primary purposes: *I)* the prospecting, underwriting, contracting and renewal of insurance policies; *II)* billing and collection; *III)* determining driving habits; *IV)* telematics and telemedicine; *V)* claims handling and monitoring; *VI)* fraud or crime prevention; *VII)* creating and managing your online and mobile application service profile; *VIII)* managing the provision of coverage and/or benefits contracted with healthcare providers; *IX)* repair services; *X)* payment of compensation and reimbursements; *XI)* collection of deductibles and recoveries; *XII)* co-insurance and reinsurance; *XIII)* statistics; *XIV)* sale of salvage items; and *XV)* access, control and security within branches or offices; and Secondary purposes: *a)* marketing and market research; *b)* advertising or commercial prospecting for non-contracted products, services and promotions; *c)* invitations to participate in contests, recreational activities, or non-profit charitable organizations promoted by *HDI SEGUROS*; *d)* conducting service surveys; and *e)* risk prevention measures.

The Insured may view the full version of this Privacy Notice on [hdi.com.mx](http://hdi.com.mx). **[www.hdi.com.mx/aviso-privacidad](http://www.hdi.com.mx/aviso-privacidad)**

### CLAUSE 32. RENEWAL

*HDI SEGUROS* may renew this contract upon written request from the Insured. The Premium rate in effect on the renewal date, as registered with the National Insurance and Bonding Commission, will apply to each renewal.

Exclusively if the insurance was contracted electronically, under the terms indicated in Clause **27. DELIVERY OF CONTRACTUAL DOCUMENTATION** and **CLAUSE 28. USE OF EQUIPMENT, ELECTRONIC MEDIA, OPTICAL MEDIA, OR OTHER TECHNOLOGY**, which provides for automatic renewal, the Insured may request, in writing or by telephone, that the contract is not renewed or that it be cancelled, if applicable.

"For any clarification or unresolved doubt in relation to your Insurance, contact our Specialized User Attention Unit (UNE) of *HDI SEGUROS*, which is located at Blvd. San Juan Bosco No. 5003, colonia Rancho Seco, C.P. 37669, León, Guanajuato, with telephone number 477 740 2827 (calling from México) with hours of attention from Monday to Thursday from 9:00 a.m. to 6:00 p.m. and Friday from 9:00 a.m. to 3:30 p.m., or visit [hdi.com.mx](http://hdi.com.mx); or contact CONDUSEF at telephone number (55) 53400999 (calling from México) or located in Insurgentes Sur 762 Av. colonia del Valle in Mexico City or dial 800 999 8080 or visit the page [www.condusef.gob.mx](http://www.condusef.gob.mx). Email of Attention: [asesoria@condusef.gob.mx](mailto:asesoria@condusef.gob.mx)"

**In compliance with the provisions of Article 202 of the Law of Insurance and Bonding Institutions, the contractual documentation and the technical note that comprise this insurance product were registered with the National Insurance and Bonding Commission on August 29<sup>th</sup> 2024, with code CNSF-S0027-0179-2024 / CONDUSEF-006419-02.**