

# Hogar Protegido Insurance



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

# **Hogar Protegido Insurance**

#### General Conditions

# **Definitions**

For the purpose of this policy, the following terms will be defined as:

#### 1. Sewerage system

Underground drain network that collects sewage, household and industrial detritus along the streets, as well as rainwater, and conveys such sewage to treatment plants or discharges it into a river or sea.

#### 2. Mudslide

Mud sliding caused by flood or rain.

#### 3. Appraisal

Technical opinion on the value of property according to its physical characteristics, location or use, delivered by an expert duly authorized or licensed.

#### 4. Downspout

Pipe installed from the rooftop of a building down to the floor level and used to drain rainwater.

## 5. Personal property

Any property that due to its own nature may be moved from one place to another, such as portable machinery, furniture, stock, raw material, household goods, household appliances, machines or accessories for domestic use, finished products or products in process of manufacture, spare parts, fixtures, excepting motor vehicles for use on public roads.

### 6. Foundation

That portion of a building below the ground level or below the first level to which there is access, built of stone, reinforced concrete, steel or concrete, through which the structure loads are transmitted to the subsoil.

#### 7. Solid construction

Buildings consisting of:

**Walls** built of stone, sand-lime brick, breeze-block, cement block, hardpan, adobe brick or reinforced concrete. These walls may have sections built of glass blocks.

Floor structures built of hollow blocks, Siporex, steel deck, Tridilosa, hollow brick supported by iron or reinforced concrete beams.

**Roofs** built of concrete, hollow brick, joists and hollow blocks, Siporex, steel deck, Tridilosa and concrete or mortar with 2.5 cm in thickness as a minimum.

**Structure** built of structural steel, reinforced concrete, load-bearing walls built of concrete, sand-lime brick, adobe brick or stone.

Buildings made of the following materials are considered solid constructions under the concept "industrial bay":



**Walls or roofs** built of metal sheet, Multipanel or asbestos sheet, in case that such materials cover an area greater than 20% of such walls or roofs.

**Facades** built of glass, provided that these are designed and built according to building regulations applicable at the time of construction.

Structure built of wood.

#### 8. Man-made water reservoirs or currents

Basins, dams, dikes, reservoirs, wells, artificial lakes, river channels and weirs in the open.

#### 9. Natural water reservoirs or currents

Reservoirs or currents originating from tributaries, rivers, springs, rivulets or streams, and water impounded in lakes or lagoons.

#### 10. Punitive or exemplary damages

Private fines or penalties imposed by the State on the offender and in favor of the damaged party as punishment for any misconduct, and intended to prevent such misconduct from recurring.

#### 11. Building under demolition

Building or construction undergoing deliberate or willful physical works performed for the purpose of being wholly or partially dismantled, demolished or destroyed.

#### 12. Building under reconstruction

Building or construction undergoing planned and organized physical works performed for the purpose of being reconstructed with the same physical and functional characteristics as it was originally designed.

#### 13. Building under renovation

Building or construction undergoing physical works for the purpose of being modified or transformed by changing, in whole or in part, its physical and functional characteristics, provided that such renovation does not imply any modification to its structural support or framework.

#### 14. Building under repair

Building or construction undergoing physical works for the purpose of being restored to its physical or functional condition prior to the property damage that gives rise to repair works.

#### 15. Completed building

Building ready to be occupied, with all its windows, panes and doors installed, finished floors, completed walls and doors.

#### 16. Lack of or deficient sewer systems at the Insured's buildings

Lack of or insufficient capacity of drainage and storm sewer systems connected to the hydro-sanitary installation at the insured building, to drain waste materials resulting from the use of sanitary services in the building or rainwater, causing such systems to become saturated and overflowed.

#### 17. Storm surge or tsunami

Water damage caused by the violent agitation of the sea as a result of an undersea earthquake that raises the sea level and spreads to the coast, giving rise to floods.

#### 18. Hail

Atmospheric precipitation of water falling strongly in the form of compact and hard ice crystals. Under this concept, coverage is also provided against any damage resulting from the accumulation of hail and causing obstructions in manholes of hydro-sanitary installations and drainage systems at the insured premises.

#### 19. Frost

Climate phenomenon consisting of an unexpected drop of environmental temperature to the freezing point of water or below at the place of occurrence.



#### 20. Hurricane

Flow of air and water of great magnitude moving in a circular trajectory around a low pressure center, either over the sea or on solid ground, at a peripheral wind speed of 118 kilometers per hour or above, which has been identified as such by the National Meteorological Service.

#### 21 Flood

Water temporarily and unintentionally covering the ground as a consequence of deviation, overflow or breakage of retaining walls of rivers, channels, lakes, dams, ponds and all other natural or man-made reservoirs or currents of water.

#### 22. Flood by rain

Rainwater temporarily and unintentionally covering the ground as a consequence of the unusual and fast accumulation or displacement of water as a consequence of extraordinary rainfall:

- a) Reaching at least 85% of the maximum weighted average at the zone of occurrence in the last ten years, as per procedure published by the Mexican Association of Insurance Institutions (Asociación Mexicana de Instituciones de Seguros AMIS) measured at the nearest meteorological station and certified by the National Meteorological Service of the National Water Commission (Servicio Meteorológico Nacional de la Comisión Nacional del Agua), or
- b) Damaging the property insured within a flooded area of at least one hectare.

#### 23. Tidal wave

Alteration of the sea that manifests itself by sea level rising due to a meteorological disturbance or depression combining a drop of atmospheric pressure and a cutting force produced by winds on the sea surface.

#### 24. Retaining walls

Walls that confine and hold back the land. Retaining walls may be found below the lowest level to which access is allowed, they can be used as foundations or may be separate from the structure of a building without bearing any load.

#### 25. Walls built of light materials

Walls built of materials other than stone, sand-lime brick, breeze block, cement block, hardpan, adobe brick or reinforced concrete.

#### 26. Snowfall

Ice crystals falling in the form of flakes.

#### 27. Rainwater

Water fallen as rain that may be accumulated on roofs, yards or drain pipes.

#### 28. Burglary

It is understood as the loss of personal property as a consequence of theft perpetrated by any person or persons using violence from outside the premises wherein the property insured is safeguarded and leaving visible signs of violence at the place of forced entry.

#### 29. Loss

Any event which occurrence produces loss and/or damage to the insured property and gives rise to indemnity payable by the Company in the terms of this policy.

#### 30. Lagoon, lake or sea-front locations

Set of insured properties at the same address, the first building of which in a straight line from the body of water is at a distance less than:

a) 500 meters from the wave breaking line during high tide.



b) 250 meters from the "shore" of the lake or lagoon.

#### 31. Earthquake

Shaking of the earth's crust generally resulting from the movement of its plates.

#### 32. Replacement cost

The amount required for constructing and/or repairing real property and/or acquiring, installing or repairing personal property and/or equipment of like kind, quality, size and/or characteristics as those of the property insured, without considering any reduction for depreciation, but including freight costs, customs duties and installation charges, if any.

#### 33. Actual cash value

The replacement cost of property insured less the corresponding depreciation.

#### 34. Windstorm

Winds that reach at least the category of tropical depression, tornado or Force 8 of the Beaufort scale (62 kilometers per hour), according to the National Meteorological Service or records acknowledged by this agency.

#### 35. Leaded glass

Also known as art glass window. A window pane composed of smaller color pieces of glass held together by lead cames, covering window openings.

# **Individual Conditions**

# **Sections I Building and II Contents**

#### Property Insured by Coverages Described in Sections I And II

#### **Insured Home**

Coverage is provided for the physical construction of the insured home, adjacent constructions, outbuildings, fences, bar fences, swimming pools, yards and floors in outdoor areas, including installations for water supply, electricity, sanitation and all other fixtures attached thereto.

#### Contents

Coverage is also provided for all property contained in the insured home, such as furniture, household appliances and electronics, fine arts, ornaments, clothing and personal effects, property of the Insured that is temporarily at repair shops or service establishments, as well as property that must be outdoors, but within the premises occupied by the insured home, due to its intrinsic nature.

Additionally, the Company agrees to automatically cover any increase in sum insured, **but not to exceed an amount equivalent to 500 days of the current general minimum salary in Mexico City**, either such increase results from the acquisition of other property, or bought or leased by the Insured, or left in the Insured's custody, and for which the Insured is legally liable, provided that such property is contained in the insured home.

In turn, the Insured undertakes to notify the Company of any increase in sum insured that exceeds an amount equivalent to 500 days of the current general minimum salary in Mexico City within 30 days following the date of such increase.

#### Perils Covered by Coverages Described in Sections I and II

Respecting Sections I and II, Fire coverage is provided against physical loss or damage as specified on the face of the Policy.

Additionally, the Hydrometeorological Phenomena, Earthquake and/or Volcanic Eruption, Debris



Removal and/or Extra Expense coverages may be provided by express agreement between the Insured and the Company by paying the corresponding premium.

#### 1. Fire

#### 1.1 Fire All Risk

The property insured is covered against physical loss or damage directly caused by any sudden, accidental and unexpected peril not specified in the exclusions of this Policy

Additionally, coverage is extended under this section to insure:

#### 1.2 Payment of Fees for Home Emergency Services

This coverage will be effective only in case of emergencies and only to prevent accidents threatening safety at the insured home.

The Insured may immediately hire plumbers, electricians, metalworkers, locksmiths and glass installers with the aim of confining and/or preventing and/or controlling the spread of damage likely to be caused by any of the following events:

- a) Water leaks from installations at the insured home, both in supply pipes and drainage systems, which may cause permanent stains on walls and/or ceilings or permanent serious damage to floors, rugs and furniture of the insured home.
- b) Leaks from gas installations at the insured home that cannot be stopped by a shut-off valve.
- c) Short circuit occurring at the electrical installations of the insured home, which may cause a fire in the insured home.
- d) Malfunctions that prevent street-facing doors and/or windows from closing properly.
- e) Breakage of panes of street-facing doors and/or windows.
- f) Forgetting or failing to carry the keys that allow access to the insured home.

#### 1.3Property Excluded that may be insured by express agreement

The property listed below may be insured by express agreement between the Insured and the Company:

- a) Jewelry.
- b) Rare objects or fine arts, which value per unit or set is greater than the equivalent to 300 days of the current general minimum salary in Mexico City.
- c) Manuscripts, plans, sketches, drawings, patterns, models or molds.

### 2. Hydrometeorological Phenomena

All losses caused to the insured property by the perils covered will be considered one single loss in case that all such losses occur during a 72-hour continuing period commencing at the time the insured property is damaged by any peril specified in this coverage; however, with respect to flood, such period is extended to 168 continuing hours. Any event exceeding 72 continuing hours in respect of any peril specified in this coverage or 168 hours in respect of flood will be considered two or more events taken in multiples of the periods indicated in this coverage.

#### 2.1.Perils Covered



Subject to the General and Special Conditions of the Policy to which this coverage attaches and limited to the agreed sum insured, the property subject-matter of this insurance will be insured against physical loss or damage directly caused by mudslide, hail, frost, hurricane, flood, flood by rain, storm surge, tidal wave, snowfall and windstorm, according to provisions set forth in the Definitions section.

The coverage directly insuring against the peril that causes property damage to the property insured will be the applicable coverage, regardless of the meteorological phenomenon giving rise to such damage.

# 22. Property excluded that may be insured by express agreement

Property described below is excluded from this coverage; however, it may be insured by express agreement between the Insured and the Company by establishing separate sums insured as sublimits and in consideration of payment of the respective extra Premium. Written evidence of the above will be provided by the Company.

- 1. Completed buildings that do not have, either in whole or in part, roofs, walls, doors or windows, provided that such buildings are designed and/ or built to operate under such conditions, in accordance with construction regulations applicable on the date of construction.
- 2. Fixed equipment and/or machinery and their installations, located outdoors either in whole or in part or inside buildings that do not have, either in whole or in part, roofs, doors, windows or walls, provided that such equipment and/or machinery are specifically designed to operate under such conditions and duly anchored.
- 3. Fixed property other than machinery that must be outdoors due to its intrinsic nature, namely, all property outside or inside buildings that do not have, either in whole or in part, roofs, doors, windows or walls, such as the following:
  - a) Swimming pools.
  - b) Billboards and signs.
  - c) Roads, walkways, streets, curbs or yards inside the Insured's premises.
  - d) Outdoor ornaments.
  - e) Sports courts and/or facilities.
  - f) Outdoor lamps.
  - g) Reinforced concrete retaining walls, fences, bar fences and/or perimeter wire mesh and their doors or gates.
  - h) Palapas and pergolas.
  - i) Irrigation systems, including their pipe networks.
  - j) Receiving and/or transmitting antennas and towers.
  - k) Plastic or metal silos or tanks.



4. Personal property or that part of a building in basements or semi-basements, which are understood to be any enclosed space where all perimeter walls are in whole or in part below the natural ground level..

# 2.3. Property excluded

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

- a) Personal property outdoors.
- b) Completed buildings that do not have, either in whole or in part, doors, windows or complete solid walls due to the intrinsic nature of their occupancy, in case that such buildings are not designed or built to operate under such conditions, in accordance with construction regulations applicable on the date of construction.

This exclusion also applies to contents in such buildings.

c) Contents and property in stock kept in the buildings described in Section 2.2. "Property excluded that may be insured by express agreement", paragraph 1, unless the exterior roofs, walls, windows or doors of such buildings are destroyed or damaged by direct action of the perils covered by this coverage, causing openings or cracks through which water, hail, mud, wind or snow penetrates.

This exclusion does not apply to damage caused by flood or flood by rain.

- d) Standing crops, plots, orchards, plants, trees, forests, lawns, gardens.
- e) Buildings or constructions consisting of walls and/or roofs made of plastic or canvas tarps.
- f) Animals.
- g) Impounded water, running water, rivers, phreatic water.
- h) Lands, including their surface, backfilling, drainage, sewerage.
- i) Dikes, piers, jetties, natural reservoirs, channels, wells, tunnels, bridges, floating equipment and installations.
- j) Foundations and underground installations.
- k) Wharves and/or any other kind of property wholly or partially above or under the water.
- I) Damage to the beach or loss of beach.
- m) Golf courses.
- n) Transmission and/or distribution lines.
- o) Buildings under demolition.
- Buildings under construction at the time of purchasing the Policy.
- q) Buildings under repair or reconstruction, in case their exterior roofs, walls, windows or doors are not completed.



- r) Any property located between the retaining wall closest to the beach or coastline and the wave breaking line, or property located in the federal zone, whichever is nearest.
- s) Retaining walls built of materials other than reinforced concrete.
- t) Property located in areas identified as high-risk flood or mudslide zones by the Civil Protection Department or its regional offices.
- u) Gold and silver ingots, unset precious stones.
- v) Foundations.
- w) Frescoes or murals of any kind painted on or forming part of the insured building or construction.

#### 2.4. Perils Excluded

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

- a) Wetting or dampness or the consequences thereof resulting from seepage:
  - Of subterranean or phreatic water.
  - Due to faulty design or defective construction of roofs, walls or floors.
  - Due to cracks or fractures on foundations or retaining walls.
  - Due to faulty application of or defective waterproof materials.
  - Due to lack of maintenance.
  - Due to lack of roofs, doors, windows or walls or openings thereon, or faulty construction thereof.
- b) Wetting, wind, hail, snow or rain to the interior of buildings or contents thereof, unless destruction or damage to the exterior roofs, walls, windows or doors of the buildings results from the direct action of wind, water, hail or snow, or the accumulation thereof, causing fractures or cracks through which water, hail, snow or wind penetrates. This exclusion does not apply to flood or flood by rain.
- c) Sewer backup and/or lack of or deficient sewer systems in premises of the Insured.
- d) Flood, flood by rain or mudslide only with respect to those locations containing the property subject-matter of this insurance.
- e) Direct contamination by rainwater, unless the insured installations sustain a physical damage covered by this coverage.
- f) Undermining of foundations of seafront buildings, unless such buildings are protected by retaining walls consisting of reinforced concrete foundations or reinforced concrete tetrapod jetties. This exclusion will not apply to buildings and their contents located beyond 50 meters from



the wave breaking line at high tide or 15 meters above the sea level at high tide.

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of December 15, 2006 under registry No. BADI-S0048-0077-2006.

#### 3. Earthquake and Volcanic Eruption

#### 3.1.Perils Covered

The property insured may also be covered against direct property damage caused by Earthquake and/or Volcanic Eruption.

Damages covered hereunder arising from any Earthquake and/or Volcanic Eruption will give rise to a separate claim for each of these phenomena; however, in case that more than one of these events occur during a 72-hour continuing period following the first occurrence, then they will be considered one single loss and the damages caused will comprise one single claim.

#### 3.1.1. First Loss

The Company agrees by means of this section that the Policy applies on a first loss basis in respect of this coverage; therefore, the Sum Insured under Section I. Building and Section II. Contents will be subject to the corresponding coinsurance..

#### 3.2.Perils Excluded

The Company in no event will be liable for damage caused by natural vibrations or movements of the ground other than those caused by Earthquake and/or Volcanic Eruption, such as subsidence, ground heave and settlement..

#### 4. Debris Removal

#### 4.1. Expenses Covered

In case of loss payable hereunder, this coverage will include all expenses incurred for dismantling, demolishing, cleaning-up and hauling operations necessary to leave the damage property insured in conditions to be repaired or rebuilt.

The expenses incurred to minimize or prevent the damage as referred to in Article 113 of the Insurance Contract Law (Ley sobre el Contrato de Seguro) are not included herein.

The Company is bound to indemnify the Insured up to the agreed maximum limit as indicated on the face of the policy, schedule, specification and/or endorsement thereto, upon verifying the expenses incurred by the Insured.

This coverage will cease to take effect in case that debris removal results from any damage caused to the insured property by an excluded peril or a peril not agreed, or by order of the authority or by decision of the Insured, without any damage being caused to the insured property by any peril covered.

#### 5. Extra Expenses

# **5.1.Expenses Covered**

This coverage is extended to insure expenses incurred by the Insured for the rental of a house or apartment, boarding house or hotel room, and for moving costs, insurance for transportation of



household goods and storage thereof, necessary for the Insured to continue with the standard of living he/she had at the time of loss occurrence and for the time required to repair or rebuild the damaged property as a consequence of any peril covered.

In case that the Insured is the tenant of the building, indemnity by way of rent will be equivalent to the difference between the new rent (including the rent deposit) and the rent paid by the Insured to the date of loss.

The Company's maximum limit of liability for this coverage will be indicated on the face of the policy, schedule, specification and/or endorsement thereto.

The protection afforded by this coverage will cease when the Insured definitely resettles in the insured location or in other one, or after a maximum period of indemnity equivalent to the months agreed hereunder, without being limited by the expiration date of the period of the Policy.

This insurance is extended to cover, subject to its limits and conditions, the expenses incurred by the Insured for a maximum period of 4 consecutive weeks, in case that access is prohibited by order of the authority as a direct consequence of any loss in neighboring premises.

In case of loss payable hereunder, the Company will make an advance payment to the Insured equivalent to the amount resulting from dividing the maximum limit of liability of this coverage by the number of months of the indemnity period agreed hereunder, up to the established limit of liability.

The remaining sum will be reimbursed to the Insured by way of expenses incurred and covered, upon submitting the corresponding evidence.

The Company will neither be responsible under this coverage for expenses not verified by means of the respective invoices or receipts, nor for expenses relating to new acquisitions, meals, laundry, rent of electric appliances, and expenses other than those insured by this coverage.

Additionally, coverage will not be provided for moving, storage and house rental costs incurred in cities other than the city where the damaged premises are located, or for expenses incurred by the Insured when staying in the house of relatives.

# 6. Extended coverage specifically against Disturbances, Strikes, Riots, Civil Commotion and Malicious Mischief.

By paying the corresponding additional premium, coverage is extended by the Company to:

- i) Property Damage to Buildings or its Contents, Debris Removal, Business Interruption or Extra Expenses, when such coverages have been agreed upon; where resulting from the following perils: Disturbances, Strikes, Riots, Civil Commotion and Malicious Mischief, only for losses occurring within the Mexican Territory.
- ii) In addition thereto, should the Property/Property Damage to Contents coverage be agreed upon, loss shall be covered where caused by Looting, Pillage, Pilferage and Theft; only when committed during the occurrence of any of the perils mentioned in the paragraph above.

The sublimit of liability of the Company is equal to USD 10,000 or equivalent amount in Mex.Cy. as per "Currency" Clause with respect to the Sum Insured agreed upon and shown in the Policy, for direct physical loss to the insured property, including, as the case may be, Debris Removal or Business Interruption or Extra Expenses, in accordance with the insurance scheme agreed by the Insured. Regarding commercial and industrial lines of business or Package Insurance Policy, the sublimit of liability for item ii) shall be 10% of the insured limit per location.

The liability of the Company under this extended coverage shall operate as CSL (Combined Single Limit) per loss or losses occurring during the Policy Period.



Indemnity payable under this coverage shall be included in the Sum Insured agreed by the Insured for the basic coverage to which this extended coverage attaches; therefore, agreeing to this coverage does not increase or raise the Sum Insured nor the maximum liability of the Company.

For the purpose of this extension of coverage, the following terms are defined as follows:

- Looting: Illegal seizure of the covered property placed or kept at any site insured, taking advantage of the confusion and disturbances.
- Pillage: Illegal seizure of the covered property placed or kept at any site insured, by using physical violence and taking advantage of a situation of confusion and disturbances, specially collectively committed.
- Pilferage: Illegal seizure of the covered property which is placed or kept at any site insured, not threatening or using physical violence or material violence on objects or persons who custody said objects at the time of entering or escaping from the place where said objects are located.

The extension of this coverage applies on a named perils basis, therefore, any loss or damage arising out of or caused by any perils other than those named shall continue being excluded.

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of August 3, 2018 under registry No. BADI-S0048-0026-2018.

#### **Deductible**

The applicable Deductible regarding this Extended Coverage shall be that specified in the Schedule of Locations of the Policy as per basic coverage in connection with this peril at each location.

# General Exclusions for Sections I - Building and II - Contents

# **Property Excluded**

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

- a) Property of any kind used by the Insured for commercial purposes or for profit.
- b) Lands.
- c) Property of any kind either above or under the water level.
- d) Property of any kind while in transit, and loading and unloading operations.
- e) Watercraft, aircraft and land motor vehicles, unless the latter are intended for use only in the Insured's premises and do not require license plates to travel in public places.
- f) Title deeds, obligations or documents of any kind, postage or revenue stamps, coins, bank notes, checks, bills of exchange, promissory notes, accounting books or other business books.
- g) Equipment and apparatus welded, patched in any way, or provisionally repaired.
- h) Rubber or plastic disposable pieces, replaceable parts, filters, refractories, and any kind of uninstalled glass and pewter.



i) Fuels, lubricants, cooling agents and other means of operation.

#### Perils Excluded

The Company in no event will be liable for any damage to the property insured directly caused by or as a consequence of:

- a) Fermentation and inherent vice or heating or drying process of any kind undergone by the property, unless damage is caused by a peril not excluded by this Policy.
- b) Natural action of tide.
- c) Corrosion or lack of maintenance to the damaged installations.
- d) Damage caused to the interior of buildings or to the contents thereof by wetting or seeping water as a result of defective construction or faulty design of roofs or lack of maintenance or defective maintenance thereto.
- e) Damage caused by smoke or soot to chimneys or household appliances, or by smoke or soot from chimneys or household appliances located within the Insured's premises and lacking flues or chimneys.
- f) Wear and tear or slow deterioration, and gradual damage such as pollution, contamination, depletion, damp, soot, corrosive gases, or as a consequence of ordinary use or normal operations, cavitation, erosion, corrosion, rust or scaling.
- g) Blocked, deficient, broken or lack drainage systems or any other damage to drainage systems (whether or not in the Insured's premises) as a result of rain.
- h) Underground or phreatic water causing seepage through floor foundations or walls or cracks in such foundations or walls.
- i) Subsidence, landslide, ground heave and settlement.
- j) Assembly, installation, repair, construction or reconstruction works.
- k) Damage to or failures or defects found in property insured already existing on inception of this insurance.
- I) Collision of ships, boats, barges or other vessels.
- m) Legal or contractual liability attributable to the manufacturer or vendor of the property insured.
- n) Liability from nonperformance of contracts or agreements.
- o) Expenses incurred by the Insured for the occurrence of any peril not excluded by the Policy, by way of extraordinary gratuities and/or benefits paid to the Insured's employees, workers, or technicians but not authorized by the Company.
- p) Fines, penalties or expenses incurred by the Insured by order of any authority, court or governmental office pursuant to laws, regulations or contracts executed with third parties.



- q) Loss or damage existing prior to inception date of this insurance, whether or not known by the Insured.
- r) Corrosion, rust, erosion, mold, vermin of any kind, and any other gradual deterioration arising from environmental and natural conditions.
- s) Loss or damage of any kind caused by faulty construction or design or lack of maintenance to the property subject-matter of this insurance.
- t) Damage caused to the insured property by contamination, unless direct property damage is caused to the insured property by the perils covered, thus contaminating the insured property. Pecuniary losses or expenses arising from clean-up or decontamination of the environment (soil, subsoil, air or water) are also excluded.
- u) Any property damage or consequential loss arising from failure to supply water, electricity, gas or any raw material or supplies, even though such failure to supply results from Hydrometeorological Phenomenon and/or Earthquake.
- v) Damages or personal injury caused by the Insured to third parties or the Insured's own workers or employees for whom the Insured is liable, pursuant to the relevant legislation applicable on Liability and/or Labor issues.
- w) Theft or robbery.
- x) Theft committed by third parties during or after the occurrence of any loss, as well as disappearance, pillage, larceny, pilferage, looting, theft and robbery.
- y) Interruption of or failure to supply electric power, gas or water from the utility network.

Regarding Payment of Fees for Home Emergency Services, no reimbursement will be made by the Company for the following:

- a) Emergency situations resulting from malicious intent or gross negligence by the Insured or persons depending on or living permanently with the Insured.
- b) Damage caused to the insured home by lack of maintenance to the installations thereof, provided that such damage may be prevented by providing preventive maintenance to such installations, when foreseeable with the naked eye.
- c) Payment of fees for improvements and/or modifications and/or renovation works to the insured home.
- d) Costs of supplies or materials required to unlock doors, repair water or gas leaks, short circuits, damage to doors or windows, and replace panes, unless such costs do not exceed the limit per event as set forth in the Policy.

#### **Sum Insured and Indemnity**

Every indemnity payment under these sections will be made according to the following provisions:



- a) The amount payable in the event of loss will be the replacement cost of property, limited to the sum insured of the section covering the loss; however, respecting total losses resulting from internal damage to household and/or electronic appliances, indemnity payment will be made at actual cash value.
- b) The term Sum Insured wherever appearing in the Policy will be replaced by the term "replacement cost" described in the definitions section.
- c) The Company in no event will be liable under this clause for the following:
  - 1. Any extra expense arising out of the Insured's need or wish to build or replace the damaged property on a site other than that on which such property was located at the time of loss.
  - 2. Any extra expense in excess of the replacement cost, resulting from the enforcement of any Law or Ordinance regulating the construction, reconstruction, repair or replacement of the damaged property.
  - 3. Physical loss or damage to rare objects or fine arts the value of which is greater than 300 days of the current general minimum salary in Mexico City, unless they are insured by express agreement.
  - 4. Any amount greater than the replacement cost of the damaged part or parts of the property Insured, when such property insured consists of several parts in order to operate.

If the Insured chooses not to replace the damaged property insured, the Company will only be liable up to the actual cash value thereof.

In the event of indemnity payable under this coverage, the fees of plumbers, electricians, blacksmiths, locksmiths or glass installers, depending on the type of emergency and service required, will be directly paid by the Insured. Reimbursement of such paid fees will be requested by the Insured by submitting to the Company the respective invoices and/or receipts, which must satisfy the appropriate tax requirements, indicating the type of service provided.

d) The limit of liability assumed by the Company under the Payment of Fees for Home Emergency Services coverage is \$500 Mexican pesos any one event and \$2,000 Mexican pesos as Combined Single Limit and Annual Aggregate. This limit applies as sublimit of the Sum Insured of this section.

Any request for reimbursement under the Payment of Fees for Home Emergency Services coverage must be submitted to the Company within a period not later than 15 days following the occurrence of the emergency situation; the Company's obligation will cease once this 15-day period elapses.

#### **Deductible**

The deductible indicated on the face, schedule, endorsement and/or specification of the Policy will apply to every claim for property damage to insured buildings, constructions and contents. The deductible is expressed as a percentage and will apply to the Sum Insured indicated on the face, schedule, endorsement and/or specification of the Policy, from which coinsurance is already deducted.

In case that the Policy covers two or more items or covers under any item two or more buildings, constructions or their contents, the deductible will apply separately to each item or each building, construction and/or their contents, as the case may be.

In case that coverage against Earthquake and Hydrometeorological Phenomena is provided at the same location and an event causes payable property damage from earthquake and storm surge, only the largest deductible will apply.

#### Coinsurance

A percentage of every payable physical loss or damage to the property insured, indicated on the face, schedule, endorsement and/or specification of the Policy, will be for account of the Insured.

With respect to storm surge, the applicable Coinsurance will be that corresponding to the seismic zone where the property insured is located.



The coinsurance applies to the payable loss after deducting the corresponding deductible.

#### **Section III Theft of Contents**

#### **Property Insured**

Coverage is provided for property contained in the insured home indicated on the face, schedule, endorsement and/or specification of the Policy, either such property is owned by the Insured or any permanent member of the Insured's family, or servant or guest not paying meal or lodging expenses, provided that such property is for household or family use.

Coverage is also provided by this section for garments or suits in dry cleaners, laundries, tailor or clothing repair shops.

#### Item 1 provides coverage for:

- a) Household goods, such as items for household purposes, furniture, clothing and other home-related contents.
- b) Art items, sports gear or electronics, such as paintings, rugs, sculptures, tapestries (gobelinos), crystal items, dinnerware, porcelain, folding screens, photography equipment, filming equipment, fishing or golf gear, musical or precision instruments, antiques, items which replacement is difficult or impossible, and jewelry, watches, weapons, collections and fine arts, which value per unit or set is up to 300 days of the current general minimum salary in Mexico City, and the total value of this property does not exceed 1400 days of the current general minimum salary in Mexico City.
- c) Cash up to the amount equivalent to 40 days of the current general minimum salary in Mexico City.

#### Item 2 provides coverage for:

Art items, sports gear, electronics or items which replacement is difficult (such as those described in Item 1 b) above) which value per unit or set is greater than the limits set forth in Item 1 b). It is an essential condition for this coverage to be effective the submission of a schedule of this property to form an integral part of the Policy.

#### Item 3 provides coverage for:

Jewelry, gold and silver articles or items, weapons, watches, furs, precious stones and collections of any kind which value per unit or set is greater than the limits set forth in Item 1 b). It is an essential condition for this coverage to be effective the submission of a schedule of this property to form an integral part of the Policy.

#### **Perils Covered**

This section is extended to insure against:

- a) Physical loss and/or damage to property contained in the insured home and/or damage to the physical construction of the building as a result of:
  - Burglary or any attempt thereat and/or
  - Robbery or any attempt thereat.
- b) Theft or non-delivery of garments or suits insured by this section, while in dry cleaners, laundries, tailor or clothing repair shops.

#### **Property Excluded**

The Company in no event will be liable for physical loss or damage as a result of the following:

a) Theft of gold or silver ingots, unset precious stones, negotiable or nonnegotiable documents of any kind, postal or tax stamps, coin collections, checks, drafts,



promissory notes, accounting books or other business books.

b) Physical loss or damage to personal property in yards, rooftops, gardens or other outdoor areas, provided that burglary cannot be proven.

#### **Perils Excluded**

The Company in no event will be liable for damage directly caused to property insured by or as a consequence of:

- a) Theft or breach of trust by the Insured's household employees or persons for whom the Insured is liable, or by occupants of the insured home.
- b) Theft by the Insured's beneficiaries or successors or their attorneys.
- c) Losses from larceny, mysterious disappearance or misplacement.

#### Sum insured and Indemnity

Every indemnity payment under this section will be made according to the following provisions:

- a) In respect of insured garments or suits in dry cleaners, laundries, tailor or clothing repair shops, the Company's maximum liability will be the amount equivalent to 50 days of the current general minimum salary in Mexico City at the time of loss, per garment or suit.
- b) In respect of property insured by items 1, 2, and 3, this insurance will apply on a First Loss basis; consequently, the Company will pay in full the amount of damage, limited to the Sum Insured provided for each item, but not to exceed:
  - The actual cash value of the property insured by item 1 at the time of loss.
  - The actual cash value of the property insured or the value reported by the Insured for the property insured by items 2 and 3, whichever is less.

Additionally, the following condition applies to items 2 and 3, even though the Insured submits the schedule of property insured:

The Sum Insured for the property described in items 2 and 3 of this section is provided by the Insured and it is not proof of the actual cash value of such property. Therefore, in the event of loss, the Insured undertakes to submit invoices and/or appraisals for the purpose of certifying the actual cash value of the property insured, otherwise, the Company's maximum liability will be limited to 300 days of the current general minimum salary in Mexico City at the time of loss, per item or set, limited to the Sum Insured provided in the Policy, in case that the Insured is claiming a greater amount.

#### **Deductible**

Deductibles for each peril covered are indicated on the face, schedule, endorsement and/or specification of the Policy.

# **Section IV Family Liability**

#### Insured

The Insured is the person whose name and address appear on the face, schedule, endorsement and/or specification of the Policy with respect to liability for:

- a) The Insured's own acts.
- b) Acts of wards under the Insured's guardianship and for whom the Insured is legally liable before third parties.



- c) Acts of children over whom the Insured has paternal authority and for whom the Insured is legally liable before third parties.
- d) Acts of household employees arising from the exercise of their duties as such while working for the Insured, for whom the Insured is legally liable before third parties.

This section, within the scope of its conditions, is extended to insure against personal liability of:

- a) The Insured's spouse, provided that the spouse lives permanently with the Insured.
- b) The minor children and wards over whom the Insured has paternal authority.
- c) The parents of the Insured or the parents of the Insured's spouse, if they live permanently with and are financially dependents of the Insured.
- d) The daughters of legal age while still single, living permanently with and financially depending on the Insured.
- e) The Insured's household workers while carrying out their duties as such, and persons carrying out maintenance works at the Insured's home.

For the purpose of this section, the above persons are Insureds and in no event may be treated as third parties, except for liability incurred by the Insured for personal accidents causing bodily injury or death to the Insured's temporal or permanent household workers, while carrying out their duties as such, up to the limits set forth in the "Sum insured and Indemnity" paragraph of this section.

This Insurance Contract confers the right to indemnity directly to the damaged third party who will be considered beneficiary as of the time of loss.

#### **Covered Liability**

The Company undertakes under this section to pay for damages and personal injury likely to be caused by the Insured to third parties and for which the Insured is held liable according to the liability legislation currently applicable in Mexico (or abroad in case of family trips out of Mexico), in respect of non-fraudulent acts or omissions occurring during the Policy period and causing death to or undermining the health of third parties or deterioration or destruction of property owned thereby. The legal or tort liability likely to be incurred by the Insured for damages to third parties as a result of private and family activities is hereby insured, within the scope of the Policy conditions, in any of the following situations:

- A) As owner of one or more homes (including those occupied on weekends or holidays), their garages, gardens, swimming pools, antennas, security equipment and all other belongings and fixtures.
- B) As tenant of one or more homes (including those occupied on weekends or holidays), their garages, gardens, swimming pools, antennas, security equipment and all other belongings or fixtures.
- C) As joint owner of homes or apartments (including those occupied on weekends or holidays). Coverage is also provided against legal or tort liability incurred by the Insured for damages to common areas of the condominium where the Insured resides; however, a percentage equivalent to the Insured's share as owner of such common areas will be deducted from the indemnity payable by the Company.

In any of the above situations, coverage is provided for liability incurred by the Insured:

- a) As household head.
- b) For damages caused by fire or explosion to the insured home.
- c) For damages caused by accidental or unforeseen water leakage.
- d) For the practice as an amateur of any sport.



- e) For the use of bicycles, skates, pedal or rowing watercrafts and non-motorized vehicles.
- f) For the use and possession of bladed weapons, air guns or firearms for hunting or target practice purposes, when lawfully authorized.
- g) As owner of domestic, hunting or guardian animals.
- h) During study, holiday or pleasure trips in Mexico.
- i) For accidents sustained by household workers, with respect to the obligations imposed by the Federal Labor Law.
- j) For damages caused by fire or explosion to the insured home, when the Insured is a tenant.
- For damages caused to third parties by any loss occurring during overseas studies or pleasure private trips abroad.

# **Excluded Liability**

It is understood and agreed that this Policy in no event insures against liability for:

- a) Nonperformance of contracts or agreements, in case that such nonperformance does not cause the death of third parties or impairment in their health or deterioration to or destruction of their property.
- b) Replacement benefits in the event of nonperformance of contracts or agreements.
- c) The use, ownership or possession of watercraft, aircraft or land motor vehicles, unless the latter are intended for use only within the Insured's premises and do not require license plates to travel in public places.
- d) Damages wilfully caused by the Insured or with the Insured's complicity.
- e) Damages to the Insured's blood or step family members living temporarily or permanently with the Insured.
- f) Damages arising from sports bets, races, contests or competitions of any kind or in tryouts.
- g) Damages arising from the exploitation of any industry or business, from the exercise of a paid trade, profession or service, or from a position or activity of any kind even if it is an honorary position or activity.
- h) Premiums for bail bonds securing the Insured's release on parole, probation or bail during a criminal procedure.
- i) Enforcement of the Federal Labor Law or other stipulation complementary to such act, except for coverage for household workers as set forth in the "Covered Liability" paragraph of this section.
- j) Damages caused to property owned by third parties while in possession of the Insured under lease, gratuitous bailment, deposit, or by order of the authority, except for leasing of real property.



- k) Damages caused by instability, subsidence or settlement of soil or subsoil, or lack of or deficient consolidation works intended to avoid the loss of necessary support of the soil or subsoil of neighboring properties.
- I) Liability from indemnity representing or having the nature of a fine, penalty, punishment or exemplary damage, such as those known as punitive or exemplary damages.
- m) Damages from Earthquake and/or Volcanic Eruption or Hydrometeorological Phenomena or any other act of God.
- n) Any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from, as consequence of, contributed to or aggravated by asbestos or any material containing asbestos in whatever form or quantity.

#### **Sum insured and Indemnity**

The Company's obligations comprise the following:

- a) Payment of damages and personal injury for which the Insured is liable pursuant to provisions in this section.
- b) Payment of defense costs incurred by the Insured, as provided in the conditions of this section. This coverage includes, among others:
  - I. Premiums for judicial bonds paid by the Insured to secure payment of the sums claimed by way of liability covered by this section.
  - II. Legal expenses, costs and interests the Insured must pay as a result of a final judicial decision or arbitration award.
  - III. Costs incurred by the Insured to handle and settle claims.

#### Scope of insurance

- 1) The Company's maximum limit of liability for each and every loss likely to occur within one policy year is the Sum Insured indicated for this section.
- 2) The occurrence of more than one damage during the period of the Policy as a result of the same or similar cause will be considered a single loss, which, in turn, will be deemed to have occurred at the time the first damage of the series takes place.
- 3) Payment of expenses as referred to in item b) above will be additionally covered, but not to exceed an amount equivalent to 50% of the limit of liability under this section.
- 4) The limit of liability assumed by the Company for personal accidents sustained by persons carrying out maintenance works in the insured home, in respect of one or more household workers, will be that established in the Federal Labor Law, up to the Sum Insured set forth in the Policy.

#### **Deductible**

The deductible applicable to this section is indicated on the face, schedule, endorsement and/or specification of the Policy.



#### **Section V Glass**

#### **Property and Perils Covered**

This section provides coverage against property damage to insured glass duly installed. Coverage is also provided for the installation and removal of such glass due to accidental, sudden and unexpected breakage or acts of vandalism and against property damage to the insured glass due to repairs, alterations, improvements and/or painting of the insured building and/or glass either removed or duly installed, with a minimum of 4 mm in thickness.

# Property excluded that may be insured by express agreement

Coverage is provided by express agreement by the Insured and the Company for:

- a) Curved, antique, sculpted and leaded glass.
- b) Decoration of the insured glass (such as silver-plating, gilding, staining, painting, cutting, lettering, embossing and similar decorations) and/or frames thereof.

#### **Perils Excluded**

The Company in no event will be liable for damage caused to the property insured by scrapes, scratches or other surface defects in glass of any thickness.

#### **Sum insured and Indemnity**

Every indemnity payment under this section will be made according to the following provisions:

The amount of damage will be paid by the Company, subject to the Deductible provisions of this section and limited to the Sum Insured indicated on the face, schedule, endorsement and/or specification of the Policy, but not to exceed the replacement cost of the insured glass at the time of loss.

In case of property damage to the insured glass and according to the terms of these General Conditions, the Company may choose to replace the damaged glass to the entire satisfaction of the Insured or pay in cash the replacement cost of such glass on the date of loss, but not to exceed the Sum Insured current at the time.

#### **Deductible**

The deductible applicable to this section is indicated on the face, schedule, endorsement and/or specification of the Policy.

#### Section VI Cash and Securities

#### **Property Insured**

Coverage is provided under this section for cash, either specie or bank notes, securities and negotiable and nonnegotiable documents, such as drafts, promissory notes, checks, shares; financial, mortgage or savings bonds, and mortgage certificates owned by the Insured, limited to the Sum Insured indicated on the face, schedule, endorsement and/or specification of the Policy, but not to exceed the insurable interest of the Insured on such property.

#### **Perils Covered**

Coverage is provided by this section:

A) Dinside the insured home, in respect of property insured contained within a safe or vault or in the custody of any occupant of the insured home, against:



#### 1. Burglary

Burglary perpetrated by any person or persons using violence from outside the insured home described on the face, schedule, endorsement and/or specification of the Policy, wherein the property insured is contained and leaving visible signs of violence at the place of forced entry; provided that the safes or vaults containing the insured property are perfectly secured at any time with combination lock and, for the purpose of opening the same and taking the insured property away therefrom, violence is used as evidenced by visible signs.

In case that the Insured does not have a safe or vault, burglary as described in the above paragraph will be covered if, at the time of loss, the insured home is unoccupied by its residents and completely locked.

#### 2. Robbery

Coverage is provided against physical loss or damage caused by robbery or any attempt thereat to property insured while such property is either inside or outside safes or vaults. Robbery means theft committed within the insured home by using moral or physical force or violence against persons.

#### 3. Property Damage

Coverage is also provided against physical loss or damage caused by burglary or robbery or any attempt thereat to safes or vaults, provided that such acts occur as described in paragraphs 1 and 2 above.

# 4. Fire and/or Explosion

Coverage is provided against physical loss or damage directly caused by fire and/or explosion to property insured contained in safes or vaults inside the insured home.

B) Property insured in transit, out of the insured home, in possession of the occupants of the insured home or any household employee of the Insured:

## a) Violent Theft or Robbery

Physical loss or damage caused to the property insured by violent theft, any attempt thereat or robbery. Violent theft or robbery means any act perpetrated against the person(s) in charge of handling the property insured, by using moral or physical force or violence while the property insured is in the possession of such person(s).

#### b) Physical disability of the carrier

Loss, damage or theft of property insured directly attributable to physical disability of the person in charge of carrying such property, due to sudden illness or as a result of an accident rendering unconscious or causing bodily injury or death to such person.

# c) Accidents involving the motor vehicle carrying the persons in charge of handling the property insured

Loss, damage or theft of property insured as a result of any damage caused to the motor vehicle transporting the persons carrying such property by fire, lightning, explosion, collision, overturn, falling, derailment, and collapse or breakage of bridges.

#### **Perils Excluded**

The Company in no event will be liable for damage caused to the property insured by or as a consequence of:

a) Theft or breach of trust by the Insured's household employees or persons for whom the Insured is liable, or by occupants of the insured home.



- b) Loss resulting from larceny, mysterious disappearance or misplacement, unless such loss is directly caused by fire and/or explosion.
- c) Kidnapping. In the event of illegal deprivation of liberty, this section does not insure against physical loss or damage to insured property paid as ransom.
- d) Extortion. The act by which a person without any right compels another to give, do, stop to do or endure something for the purpose of obtaining a gain for his/her own benefit or for the benefit of others or causing the Insured to sustain a pecuniary loss.

#### **Sum insured and Indemnity**

Every indemnity payment under this section will be made according to the following provisions:

- A) The Company's liability for the property insured will not exceed the Sum Insured indicated on the face, schedule, endorsement and/or specification of the Policy.
- B) Respecting securities, the Company in no event will be liable for a sum greater than the actual cash value of such securities at the close of trading in the Mexican stock exchange on the date of loss, and, if it is unlikely to determine the date of loss, the Company's liability will not be greater than the actual cash value of such securities on the day immediately prior to the date on which loss is discovered.
- C) Respecting registered securities and negotiable securities whose cancellation and/or replacement is legally feasible, the Company's liability will be limited to reprinting costs, judicial expenses and fees of experts and lawyers intervening in the cancellation and replacement proceedings, necessarily incurred to cancel the securities damaged by any peril covered by the Policy, provided that these expenses do not exceed the value of the securities, in which event such value will be paid.

#### **Deductibles**

The deductible applicable to this section is indicated on the face, schedule, endorsement and/or specification of the Policy.

# **General Conditions Applicable to all Sections**

#### Clause 1. First Loss Insurance

It is hereby agreed by the Company that all sections of this Policy will operate on a First Loss basis.

With respect to Section I. Building, the Sum Insured of the building will be calculated by using the valuation method provided by the Company.

Once such value is determined as specified in the paragraph above, the Insured will have the option to insure the building at a lesser value, with no need to apply the "Proportional Rule" clause.

#### Clause 2 Perils Excluded

The Company in no event will be liable for loss or damage as a consequence of:

 Destruction of property due to acts of any lawfully recognized Authority by reason of its duties as such.



- Hostilities, warlike actions or operations, whether war be declared or not, invasion
  of foreign enemy, civil war, rebellion, insurrection, suspension of guarantees or
  events giving rise to such acts de jure or de facto.
- Expropriation, requisition, confiscation, seizure or detention of property by any lawfully recognized Authority by reason of its duties as such.
- Nuclear reaction, nuclear radiation or radioactive contamination, even though it is caused by Earthquake and/or Volcanic Eruption.
- Terrorism, Sabotage, Disturbances, Strikes, Riots, Civil Commotion, Malicious Mischief or any other Anthropogenic Act Exclusion

#### **Definitions:**

The terms defined below, wherever used in this policy, shall have the meaning herein attributed to them. The existence of such risks is determined by the circumstances and modalities contractually defined hereinafter. It does not depend on the classification given or decision made by civil, political, criminal or other authorities with respect to facts.

Anthropogenic Acts: Actions carried out by any person or group(s) of persons, either acting alone or on behalf of or in connection with any organization or government, who, by using toxic substances, chemical weapons, biological weapons or the like, radioactive material or radiating devices, explosives or firearms, or by fire, flood or any other violent means against persons, things or utilities put the public or any section thereof in alarm, fear or terror to threaten national security or urge any authority, de jure or de facto, to make a decision.

Riot: Chaotic and violent protest of a group of persons for political, religious, ideological, economic or similar origin or reason.

Civil Commotion: Relevant, significant and violent disruption of public order by a group of persons meeting and acting with a common interest.

Malicious mischief: Loss, damage or destruction of property caused by acts of any person in order to cause damage or injury for economic, political, religious, ideological or similar reasons.

Disturbance: Violent disruption of public order by a group of persons with a common interest.

Sabotage: Subversive act (revolting, insurrectionary, rebellious, insubordinate, seditious or revolutionary) or series of acts committed for economic, political, religious or ideological reasons, including the intention to influence on any government de jure or de facto and/or put the public in fear for such reasons.

Strike: Suspension of the working activity by workers or employees of any employer with a view to requiring employers to meet certain demands or protest against an act or condition.



Terrorism: Any act or series of acts, including the use of force or violence, of any person or group of persons, either acting alone or on behalf of or in connection with any organization or organizations, committed for economic, political, religious or ideological reasons, including the intention to influence on any government de jure or de facto and/or put the public in fear for such reasons.

According to provisions in the preceding Definitions section and with regard to the following perils, the property damage and consequential loss, where applicable, caused to the following as a result of Disturbances, Strikes, Civil Commotion, Riots, Malicious Mischief, Terrorism, Sabotage or any other Anthropogenic Act are excluded:

- The building(s) described in the Schedule of Locations of the Policy, including water supply, sanitation and lighting installations and all other fixtures.
- Contents, such as, but not limited to, machinery, tools, spares, accessories, furniture, equipment, raw material, products in process of manufacture, finished products and merchandise stored in warehouses and/or commercial establishments, and improvements and betterments to business premises or buildings held on lease by the Insured.
- Fees of architects, experts, consulting engineers and other professionals involved in the reinstallation or repair of the insured property following the occurrence of loss or damage.
- Debris Removal and damages, costs and losses arising from the interruption or hindering of the insured business operations, provided that such interruption or hindering results from the occurrence of the perils excluded in the above paragraph.

In compliance with provisions in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) under registry CGEN-S0048-0014-2018 dated March 26, 2018.

 Any damage caused by vibrations or natural movements of the subsoil other than those caused by Earthquake and/or Volcanic Eruption, such as subsidence, ground heave and settlement.

# **Clause 3. Insurance Territory**

This Policy is effected in accordance with the Mexican Law to provide coverage against any loss occurring within the territory of Mexico; however, coverage is provided by Section IV. Family Liability for overseas studies or pleasure trips abroad.



# Clause 4. Indemnity

The Sum Insured is determined by the Insured and it is not proof of the existence or value of the property insured; it only represents the basis to limit the Company's maximum liability.

If at the time of loss causing partial or total damage the property insured has an aggregate value greater than the Sum Insured, the Company will be liable up to the payable amount without exceeding the agreed Sum Insured.

#### Clause 5. Increase of Hazard

Once the premium is determined according to the characteristics of the risk provided in the Policy, the Company should be notified by the Insured within 24 hours after having knowledge of any circumstance causing an essential increase of hazard during the period of this insurance.

If the Insured intentionally omits to give such notice or provokes an essential increase of hazard, and such increase of hazard contributes to the occurrence of loss, the Company's obligations will cease in full right thereafter

#### Clause 6. Other Insurance

The Insured undertakes to give written notice to the Company of any other insurance effected or that has been effected to cover the same property against the same perils; indicating the name of the insurance companies and sums insured so the Company makes the corresponding annotations.

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

#### Clause 7. Losses

#### A) Procedure in the event of loss

#### 1) Safeguarding or Recovery Measures

Upon becoming aware of any loss arising from any of the perils covered by this Policy, the Insured will be bound to take all necessary measures to prevent or minimize further damage. When the delay in taking such measures implies no risk, the Insured will request instructions from the Company and thereafter abide by them.

Non-compliance with the above may cause the Insured's rights to be forfeited in the terms of the Insurance Contract Law.

#### 2) Notice

Upon the occurrence of any loss likely to result in indemnity payment pursuant to this insurance, the Insured will be bound to give written notice thereof to the Company within a period not later than five days after having knowledge thereof, except in case of Acts of God or force majeure, in which event notice will be given by the Insured once such circumstance ceases.

Failure to give prompt notice as stated above may cause indemnity payment to be reduced to the amount that would have originally been paid had prompt notice been given.

#### 3) Company's rights

In the event of loss, the Company may choose to replace or repair the property insured to the satisfaction of the Insured, or pay in cash the value thereof at the time of loss, but not to exceed the current Sum Insured.



#### B) Documents, data and information that the Insured or beneficiary must submit to the Company

- 1. With respect to all sections of this Policy, excepting Section IV Family Liability, the Insured will be required to prove the veracity of the claim and all facts stated therein. The Company will be entitled to demand from the Insured or beneficiary all information on the facts related to the loss that help determine the circumstances and consequences of the loss occurrence, and for the purpose of expediting the loss procedures, the Insured will provide the Company with the following documents and data:
  - a) A statement of the damages resulting from the loss, stating with as much detail and accuracy as possible the stolen or damaged property and the corresponding amount of loss or damage, taking into consideration the value such property at the time of loss.
  - b) All sales receipts, invoices or appraisal certificates or any other documents supporting the claim.
  - c) A detailed list of all existing insurances on the property.
  - d) All information related to the circumstances surrounding the loss and certified copies of all proceedings taken by the Public Prosecutor or any other authority that may have intervened in the investigation, by reason of the complaint that will be filed by the Insured with respect to the loss or the facts related thereto.
  - e) Estimate for the repair of home electronics and/or appliances.
- 2. With respect to Section III Theft of Contents:
  - a) A certified copy of the preliminary investigation, including the following information:
    - Details and description of stolen property.
    - Report of the visual inspection carried out by the Public Prosecutor.
    - Confirmation of the complaint filed by the Insured.
    - Witnesses' statements of facts and pre-existence of the stolen property.
  - b) Documentation required by the Company to confirm the following:
    - The validity of the claim.
    - The pre-existence of property.
    - The replacement cost of property.

The following documents will be considered valid to comply with the above-mentioned requirements:

- Letter establishing the pre-existence of property, it should include the description of property and signatures of two witnesses confirming the pre-existence and ownership of the stolen property. Only persons of legal age, holding a current official ID and who are not direct or indirect relatives of the Insured may serve as witnesses.
- 2. Visual proof (video, pictures) showing the stolen item inside the insured home, or the person wearing such item (in case of jewelry and personal effects).
- **3.** In case of claims concerning paragraphs 2) and/or 3) of Section III of the Policy, indemnity will be paid based on the amounts stated in the appraisal or invoice.



#### **Procedure in the Event of Loss in respect of Section IV (Family Liability)**

#### 1) Notice of Claim

The Insured is bound to notify immediately to the Company upon having knowledge of any claim or suit received by the Insured or the Insured's representatives; to such effect, the Insured will send such claim or suit or copies thereof to the Company and, in turn, the Company will be bound to notify immediately in writing to the Insured that they will not undertake the conduct of the proceedings, should this be their decision.

If such notification is not delivered as aforementioned, it will be understood that the Company undertakes the conduct of suits brought against the Insured and, in turn, the Insured will be required to cooperate with the Company in the terms of the following items of this clause.

Should the Company decide not to conduct the proceedings, the Insured will be advanced the amount that the Company has assumed to pay for this concept so that the Insured may cover his defense costs with due diligence.

#### 2) Cooperation and assistance provided by the Insured to the Company

In all legal proceedings brought against the Insured in respect of liability covered by this insurance, it will be binding on the Insured to:

- Furnish the necessary data and proofs required by the Company to defend the Insured if necessary or when the Insured does not appear in court.
- Exercise and enforce the actions and defense to which the Insured is entitled.
- · Appear in court in all proceedings;
- Empower attorneys named by the Company to represent him/her in the aforementioned proceedings, in case the Insured is not able to intervene directly in all formalities related to such proceedings.

All expenses incurred by the Insured to comply with such obligations will be charged to the Sum Insured by way of defense costs. In case that the Company acts with negligence in determining or conducting the legal defense, the liability for defense costs will not be subject to any limit.

#### 3) Claims and Suits

- The Company will have the right to settle all judicial or extrajudicial claims, conduct suits or demands before legal authorities and enter into agreements.
- Any acknowledgement of debt, transaction, agreement or other legal act implying assumption of liability by the Insured will not be enforceable against the Company, where agreed upon without consent of the Company for the purpose of simulating a liability that otherwise would not exist or be less than the actual liability.
- The Insured's admission of the facts will not be deemed as an acknowledgement of liability.

#### 4) Beneficiary under the insurance

The right to indemnity is directly granted under this insurance contract to the third party who sustains injury or damage. Such third party will be considered beneficiary under the policy from the time of loss.

#### 5) Reimbursement

Should the third party be indemnified by the Insured in whole or in part, the Company will reimburse the Insured in proportion to the indemnity payment.

## 6) Subrogation

The Company will be subrogated up to the amount paid to all rights and actions against third parties to which the Insured is entitled by virtue of the indemnified damage. However, there will be no subrogation in case of acts committed by persons for whom the Insured is legally liable, since they are also considered



Insureds to this effect. The Insured and the Company will concur in enforcing their rights accordingly, if damage is partially indemnified. If subrogation is prevented by the Insured, the Company will be released either in whole or in part from its obligations.

# **Clause 8. Indemnity Payment**

The Company may choose to repair or replace the damaged or destroyed property or pay in cash.

- 1. If repair is made by the Company, such repair will be to the Insured's satisfaction.
- 2. In case that the Company chooses to pay in cash the amount of loss calculated according to the "Sum Insured and Indemnity" paragraphs of the Individual Conditions of each section, such amount of loss will be determined according to the current costs at the time of loss.
- **3.** In respect of any loss, indemnity payable to the Insured will be calculated as provided for in the corresponding section.
- 4. Insured's contribution to the loss and salvage:
  - In case that the Company chooses to repair or replace the damaged property, the Insured's contribution as provided in the schedule, face, endorsement and/or specification of the Policy will be paid to the Company, and the salvage value if the Insured assumes control on such salvage.
  - In case that the Company chooses to pay in cash, the Insured's contribution and the salvage value, if the Insured assumes control on such salvage, will be deducted from the amount resulting from stipulations in paragraphs 2 and 3 of this clause.
  - The maximum liability of the Company in any one or more losses occurring during the period of the Policy will not exceed as a whole the Sum Insured of the damaged property, less the respective Insured's contribution.
  - Every partial indemnity paid by the Company during the period of the Policy will reduce accordingly the Company's liability, and indemnity for subsequent losses will be paid up to the limit of the remaining sum.

#### Clause 9. Reduction and Reinstatement of Sum Insured in the Event of Loss.

Any indemnity payment made by the Company will reduce the Sum Insured accordingly, but such sum may be reinstated subject to prior approval by the Company.

The Insured will be required once the Company consents to such reinstatement to pay the premium corresponding to the period remaining until expiration of the Policy.

If the Policy covers more than one item, the reduction or reinstatement will apply to the damaged item or items.

# Clause 10. Measures that may be taken by the Company in the Event of Loss.

In every case of loss damaging or destroying the property insured and before the respective indemnity amount is finally determined, the Company may:

- a) Enter the premises where loss occurs in order to determine the cause and extent thereof;
- b) Have the property examined, classified and appraised, wherever it is located, but in no case the Company will be bound to undertake the sale or settlement of the property or the remains thereof, or the Insured will have the right to abandon such property to the Company.



#### Clause 11. Arbitration

In case of disagreement between the Insured and the Company as to the amount of any loss or damage, the matter will be submitted to the decision of an arbitrator appointed in writing by mutual agreement of both parties. However, should they fail to agree on the appointment of a single arbitrator, two will be named, one appointed by each party, within 10 (ten) days from the date on which one of the parties has been requested in writing by the other to do so.

Before commencing their duties both arbitrators will name an umpire in case of disagreement.

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

The death of one of the parties, if an individual, or its dissolution, if a corporation, occurring during the arbitration will not annul or affect the powers or attributions of the arbitrator or arbitrators or the umpire, as the case may be, or if either of the arbitrators of the parties or the umpire should die before judgment is awarded, a new arbitrator will be appointed by the corresponding entity (the parties, the arbitrators, the judicial authority or administrative authority competent in insurance matters) to act in his/her place.

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

The arbitration referred to in this clause does not imply an acceptance of the claim by the Company, it merely determines the circumstances and the amount of loss the Company may eventually be required to pay after applying the Insured's contribution to the loss, the parties being free to execute any action and to exercise the corresponding objections.

# Clause 12. Fraud, Malicious Intent, Bad Faith or Gross Negligence

The Company's obligations will cease:

- a) If the Insured, beneficiary or their representatives, with the intent to induce the Company to make an error, conceal or misrepresent facts that would exclude or could restrict such obligations.
- b) If with the above intention, the Insured fails to submit in due time to the Company all the documents referred to in paragraph B) of Clause 7 "Losses" of these General Conditions.
- c) If there is in the loss or claim malicious intent or bad faith by the Insured, beneficiary, successors or attorneys of any of them.
- d) If the loss is due to gross negligence by the Insured.

Provisions in Chapter IV of the Insurance Contract Law will apply with respect to any other action not considered in this clause.

# Clause 13. Subrogation of Rights

Once indemnity is paid, the Company will be subrogated up to the amount paid to all the Insured's rights and actions against the persons responsible for the loss. If so requested by the Company and at its own expense, the Insured will register such subrogation in a public deed. The Company will be released either in whole or in part from its obligations, if subrogation is precluded by the Insured's acts or omissions. The Insured and the Company will concur in enforcing their rights accordingly, if damage is partially indemnified. However, the Company waives its right of subrogation against any company insured under this Policy and/ or companies associated or affiliated to the Insured. Additionally, the Company agrees not to make use of its subrogation rights against the Insured's employees and workers.



# Clause 14. Place and Payment of Indemnity

The indemnity payment will be made at the Company's offices within 30 (thirty) days following receipt of all documents and information in connection with the basis of the claim, in the terms of paragraph B) of Clause 7 "Losses" of these General Conditions.

#### Clause 15. Jurisdiction

Should any controversy arise, the claimant's rights may be asserted before the Company Customer Complaints Unit (Unidad Especializada de Atención de Consultas y Reclamaciones) of the insurance institution or the National Commission for the Protection and Defense of Users of Financial Services (Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros), and, at the claimant's option, the jurisdiction may be determined by territory according to the address of any of its branch offices, in the terms of Articles 50 Bis and 68 of the Law for the Protection and Defense of Users of Financial Services (Ley de Protección y Defensa al Usuario de Servicios Financieros) and Article 277 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), within a period not later than two years following the event giving rise to such controversy or, where appropriate, following denial of the insurance institution to satisfy the claimant's allegations.

In case that the parties hereto do not submit to arbitration by the National Commission for the Protection and Defense of Users of Financial Services, or by whomever it may propose, the claimant's rights will be safeguarded in order to be asserted before the judge of the address of such branch offices. In any case, it is the option of the claimant to appeal to the above referred institutions or directly to the aforementioned judge.

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

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

# **Clause 16. Interest in Arrears**

In case that the Company fails to fulfill the obligation to pay the indemnity, capital or rent in the terms of Article 71 of the Insurance Contract Law, notwithstanding that the documents and information which are the basis of the filed claim are received, then, instead of paying the applicable legal interest, the Company undertakes to pay the Insured, beneficiary or damaged third party interests in arrears calculated according to provisions set forth in Article 276 of the Insurance and Bonding Institutions Law during the delay period. Such interest in arrears will be calculated as of the day following the 30-day period set forth in the Insurance Contract Law.

#### Clause 17. Notices

Any statement or notice related to this contract will be addressed in writing to the Company's head office indicated on the face of the Policy.

# Clause 18. Premium

La prima a cargo del Asegurado vence en el momento de la celebración del contrato y de los convenios. The premium payable by the Insured becomes due upon execution of this contract and further agreements affecting the Policy and giving rise to payment of extra premium. If the Insured chooses to pay the premium in installments, such installment payments will cover equal periods of time no less than one month and due on commencement of each agreed period, subject to the applicable installment surcharge.



The Insured will be entitled to a 30-calendar day grace period to pay the total premium or, in case of installment payments, the first installment, and subsequent payments will become due on commencement of the period corresponding to each installment. Coverage hereunder will automatically cease at 12:00 hours on the last day of the grace period, if the Insured fails to pay the total premium or the agreed installment.

In the event of loss, the Company will deduct from the indemnity payable to the beneficiary the total outstanding premium or outstanding installments thereof for the agreed period of insurance. Payment of the agreed premium will be made at the Company's offices against delivery of the corresponding receipt.

This clause is based on provisions in Article 40 of the Insurance Contract Law, to wit:

"If the premium or the first installment, in case of installment payments, is not paid within the agreed period, the effects of the contract will automatically cease at twelve hours of the last day of such period. In case that such period is not agreed, a thirty calendar day period following due date will apply.

Unless otherwise agreed, the period provided for in the above paragraph will not apply to the compulsory insurance referred to in article 150 Bis of this law."

and in Article 37, to wit:

"With respect to Life Insurance, Accident and Health Insurance, and Property and Casualty Insurance, the premium may be paid on installments covering equal periods of time. If the Insured chooses to pay the premium on installments, each installment will become due on commencement of each agreed period".

#### Clause 19. Reinstatement

Notwithstanding provisions in Clause 18. Premium of these General Conditions, the Insured may pay within 30 days following the grace period set forth in such clause, the Premium of this insurance or any portion thereof, where an installment plan is agreed. In this event and just by reason of such payment, the effects of this insurance will be reinstated as of the time and date set forth on the payment receipt and, in turn, the Company will return upon receiving payment the pro rata Premium for the period during which the effects of the insurance ceased to be effective, as provided for in Article 40 of the Insurance Contract Law.

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

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

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

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

# **Clause 20. Advance Termination of Contract**

Notwithstanding the expiration date of the insurance, the parties hereto agree that it may be terminated in advance by means of written notice. When the insurance is terminated by the Insured, the Company will be entitled to that part of the Premium for the time at which the insurance remained effective, according to the following short rate tariff approved by the National Insurance and Bonding Commission applicable to all sections, **excepting Hydrometeorological Phenomena:** 



#### **Short Rate Tariff (excepting Hydrometeorological Phenomena)**

Period	Percentage of Annual Premium
Up to 10 days	10%
Up to 1 month	20%
Up to 1.5 months	25%
Up to 2 months	30%
Up to 3 months	40%
Up to 4 months	50%
Up to 5 months	60%
Up to 6 months	70%
Up to 7 months	75%
Up to 8 months	80%
Up to 9 months	85%
Up to 10 months	90%
Up to 11 months	95%
Up to 12 months	100%

## **Short Rate Tariff applicable to Hydrometeorological Phenomena**

Period	Percentage of Annual Premium
Up to 1 month	35%
Up to 2 months	50%
Up to 3 months	65%
Up to 4 months	80%
Up to 5 months	95%
Over 5 months	100%

The Company may also terminate the insurance by means of written notice to the Insured and such termination will take effect 15 days after the date of notification. The Company will return to the Insured at the latest on the date of notification the premium for the time remaining before expiration. Failure to give the above notice will render the cancellation ineffective.

# Clause 21. Currency

Payment of premium and indemnity, if any under this Policy, will be made in accordance with the Monetary Law applicable on the date of payment.

#### Clause 22. Statute of Limitations

All actions arising out of this insurance contract will prescribe in two years in the terms of Article 81 of the Insurance Contract Law, as of the date of the occurrence giving rise thereto, except for the cases set forth in Article 82 of the same law.

The statute of limitations will be interrupted not only by ordinary causes but also as provided in the Law for the Protection and Defense of Users of Financial Services.



#### Clause 23. Benefits of the Insured

In case that the authorities approve any extension of or new coverage during the period of this Policy without any charge of extra premium, such extension or new coverage will automatically inure to the benefit of the Insured. In like manner, if registered rates are reduced during the period of this Policy, the Company will reimburse, upon termination of such period or before if so requested by the Insured, the difference between the agreed Premium and the modified Premium, as of the date of such reduction to termination of insurance.

# Clause 24. Attachment and Expiration of the Period of the Policy

The period of this Policy attaches and expires on the dates indicated therein, at 12:00 hours at the place where the insured property is located.

# Clause 25. Automatic Adjustment of Sum Insured for Domestic Property

For the purpose of this coverage, the Sum Insured will be determined by appraisal for establishing sums insured at actual cash value or replacement cost.

It is agreed by the Company and the contracting party to automatically increase the agreed Sum Insured based on the percentage determined by the Insured as shown on the face of the Policy.

Premium under this coverage is a deposit premium equivalent to 35% of the annual premium resulting from the maximum increase established by the Insured.

The deposit premium will be adjusted at expiration of the insurance period, considering as earned premium 35% of the premium corresponding to the actual percentage of the increase accrued to expiration date or cancellation date of the Policy, and the difference, if any, resulting between the deposit premium and the earned premium will be credited or charged to the Insured at the latest 30 days following the date on which the corresponding adjustment is made.

In the event of failing to make payment within the period set forth above, the Company will be required to pay interests in arrears according to Clause 16. "Interest in Arrears" of the General Conditions of this Policy.

The sum originally agreed plus any increases to the actual cash value of property from attachment to the date of loss occurrence will be taken as a basis to determine the indemnity amount in the event of loss.

The amount so determined will be the basis for the effects of Clause 4. "Indemnity" provided in the General Conditions of this Policy.

## Clause 26. Automatic Adjustment of Sum Insured for Non-Domestic Property

Subject to the General and Special Conditions of the Policy, the Company agrees to automatically increase the Sum Insured in the proportion that the value of non-domestic property is likely to increase due to fluctuations in the exchange rate of the U.S. dollar.

To purchase this clause it is necessary to carry a professional valuation in order to establish the sums insured at actual cash value.

The Sum Insured of non-domestic property insured by this coverage will be specified on the face of the policy separately.

Premium under this clause is a deposit premium equivalent to 35% of the annual premium resulting from the maximum increase established by the Insured.

In calculating the final premium, the rate of increase resulting from dividing the average exchange rate by the exchange rate on attachment of this clause will be multiplied by the premium corresponding to the amount of non-domestic property.



In calculating the average exchange rate, the amount resulting from adding the exchange rates on the first calendar day of each month in which this clause has been effective will be divided by the corresponding number of months.

The final premium so calculated will be the earned premium and the difference will be either returned or charged to the Insured within a period not later than 30 days following the date of the corresponding adjustment. If payment is not made within the above mentioned period, the Company will be required to pay interests in arrears according to provisions in Clause 16th "Interest in Arrears" of the General Conditions of the policy.

The sum originally agreed plus any increases to the actual cash value of property from attachment to the date of loss occurrence will be the basis to determine the indemnity amount in the event of loss.

If, for the purpose of replacing the damaged property, foreign currency is acquired by the Insured at an exchange parity lower than that at the time of purchasing coverage, the indemnity amount will be calculated based on the lower exchange parity. The excess premium corresponding to such pro rata indemnity amount will be returned by the Company to the Insured

# **Clause 27. Disclosure of Commissions Clause**

During the period of the Policy, the Contracting Party may request in writing from the Company the report on the percentage of Premium that corresponds to the intermediary or corporation as commission or direct compensation for their intervention in the execution of this Contract. The Company will provide such report in writing or by electronic means within a period not exceeding ten working days following the receipt date of such request.

The contracting party of the insurance is understood as the individual or corporation requesting the execution of the contract on their behalf and/or on behalf of any third party, and undertaking to pay the corresponding premiums.

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions La (Ley de Instituciones de Seguros y de Fianzas), the contractual documentationand technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of January 5, 2006 under registry No. CGEN-S0048-0291-2005.

# Clause 28. Coverage Limitation

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

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentationandtechnicalnoteformingpartofthisinsurance productare registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of October 2, 2012 under registry No. CGEN-S0048-0064-2012.



# Clause 29. Cyber Risk Exclusion

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

This includes all information systems used to support infrastructure and services of the Insured.

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

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of February 8, 2017 under registry No. CGEN-S0048-0200-2016.



#### **Article 25 of the Insurance Contract Law**

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

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law (Ley de Instituciones de Seguros y de Fianzas), the contractual documentation and technical note forming part of this insurance product are registered before the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of November 13, 2006 under registry No. CGEN-S0048-0591-2006/CONDUSEF-001631-01.

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

Clave: DV-298 octubre 2018

Traducción\Repositorio\CG Daños\Hogar Protegido DV-298 abril 2016-ing

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# Call toll-free 01 800 900 1292

# Basic Rights of an Insured of a P&C Insurance

Know your rights as Contracting Party, Insured or Beneficiary

# When purchasing your insurance, you may:



Ask the intermediary offering you the insurance to identify himself.



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



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

# In the event of loss:



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



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



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



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

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

# For any complaint

#### **Contact the Customer Complaint Unit (UNE):**

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

Write us to: axasoluciones@axa.com.mx

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