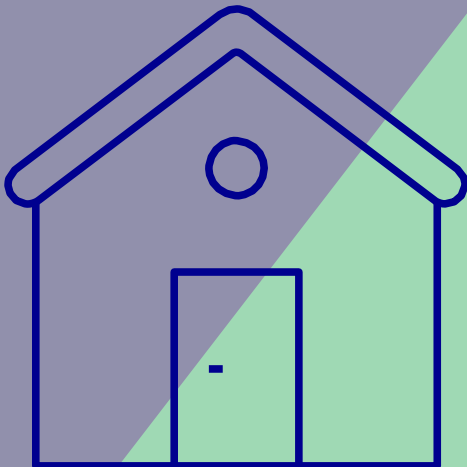




P&C

General Liability Insurance



General Conditions

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AXA Seguros, S.A. DE C.V.
General Liability Insurance Policy

General Conditions

AXA Seguros, S.A. de C.V., hereinafter named the Company, does hereby provide coverage in accordance with these General Conditions and the Special Conditions attached to the policy.

Clause 1st Subject-Matter of Insurance

The Company binds itself to pay for damages as well as for pecuniary losses and consequential personal injury caused to third parties by the Insured and for which the Insured becomes liable in accordance with the current applicable liability legislation in Mexico (or foreign law, in case coverage has been agreed upon according to the specific conditions for liability insurance regarding damages out of Mexico) due to non-fraudulent acts or omissions occurred during the policy period, causing death or impairment of health to said third parties or the deterioration or destruction of the property of said third parties pursuant to clauses and stipulations agreed upon in this insurance contract

Clause 2nd Scope of Insurance

a) Company's Obligation

1. Payment of damages, pecuniary losses, and consequential personal injury for which the Insured is liable, pursuant to provisions set forth in this policy and in the respective specific conditions.
2. Payment of the Insured's defense cost pursuant to the conditions of this policy. This coverage includes among others, the following:
 - a) Payment of premiums for judicial bonds granted by the Insured to warrant payment of the sums claimed for the liability covered under this policy; therefore, the premiums for bonds to be granted as bail so the Insured obtains parole, probation or release on bail during a criminal action, shall not be comprised within the obligations assumed by the Company under this policy.
 - b) Payment of legal expenses, costs, and interests the Insured must pay due to execution of a court or arbitral resolution.
 - c) Payment of expenses incurred by the Insured for claims processing and settlement.

b) Scope Limitation

1. The Company's maximum limit of liability, for each and every loss likely to occur during a policy year shall be the sum insured shown in the policy.
2. The occurrence of several damages, during the policy period, arising out of the same or similar cause shall be construed as one single loss which shall be deemed occurred at the time of occurrence of the first of a series of damages.
3. Payment of expenses referred to in item 2a) shall be covered additionally, not to exceed an amount equal to 50% of the liability limit insured in this policy.



Clause 3rd Liability not covered under the Insurance Contract, but that may be covered by express agreement

The following liabilities are excluded from this insurance, but may be covered by express agreement:

- a) **Liability of others for which the Insured, by agreement or contract, binds himself to replace the original obligor, in order to repair or indemnify eventual or future bodily injury or property damage to third parties.**
- b) **Liability for losses occurring out of Mexico, in compliance with the applicable foreign legislation.**
- c) **Liability for damages to third parties by works of the Insured or products manufactured, delivered or supplied by said Insured.**
- ch) **Liability for damage caused by pollution or other harmful variations in water, atmosphere, soil, subsoil or else by noise.**
- d) **Liability for damage to third party property:**
 - 1. **hold by the Insured under lease, loan, deposit or by order of the authorities.**
 - 2. **Caused by the normal activities of the Insured (manufacture, handling, transformation, repair, testing and the like) concerning such property.**

With respect to real property, this exclusion shall be effective when such activities have been performed in said property or a part thereof.

In like manner, liability shall not be covered if the provisions stated in Items 1 and 2 above should involve an employee or representative of the Insured during the performance of his duties as such.

- e) **Liability for claims made between individuals or corporations mentioned as Insureds in this policy.**
- f) **Liability for damage caused by nuclear reaction or radioactive contamination.**
- g) **Liability for damage caused by works, constructions, enlargements or demolitions.**
- h) **Liability as a consequence of misplaced property.**

Clause 4th Perils not covered by the Contract

It is hereby understood and agreed that in no case shall this insurance cover or refer to:

- a) **Liability arising from breach of contracts or agreements, where said breach thereof has not caused the death or impairment of health of third parties or the deterioration or destruction of property owned by said third parties.**



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- b) **Liability for replacement benefits due to non-compliance with contracts or agreements.**
 - c) **Liability derived from the use, ownership or holding of vessels, aircraft and land motor vehicles, unless the latter are intended for exclusive use within the Insured's premises and do not require license plates for their use in public places.**
 - ch) **Liability derived from willful damage.**
 - d) **Should the Insured be an individual, the liability derived from damage sustained by the spouse, parents, children, brothers and sisters, parents-in-law, brothers and sisters-in-law or other relatives of the Insured who live permanently with him.**

If the Insured is a corporation, the liability derived from damage sustained by advisors, directors, partners, administrators, managers or other persons performing managerial functions, as well as by the spouse or relatives living permanently with the aforementioned persons, as indicated in the previous paragraph.

- e) **Liability for damage caused by:**
 - 1. **Instability, subsidence or settlement of the soil or sub-soil.**
 - 2. **Lack or failure of consolidation works to prevent the loss of support necessary to the soil or sub-soil of neighboring properties.**
- f) **Liability for damage caused by war or other warlike operations, rebellion, riots, strikes or damage originating from orders of authorities de jure or de facto.**
- g) **Liability imputed to the Insured in accordance with the Federal Labor Law, the Social Security Law or other complementary provisions to such laws.**
- h) **Professional liability.**
- i) **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



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- **The building(s) specified in the Schedule of Locations of the Policy, including water supply, sanitation and lighting installations, and all other attached fixtures.**
 - **Contents, such as, but not limited to, machinery, tools, spare parts, fittings, 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 taking part in the reinstallation or repair of the property insured following the occurrence of loss or damage.**
 - **Debris removal or damages, expenses or losses resulting from the business operations being interrupted or hindered, provided that such interruption or hindering results from the occurrence of the above excluded perils.**

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 on file with the National Insurance and Bonding Commission (*Comisión Nacional de Seguros y Fianzas*) as of March 26, 2018 under registry CGEN-S0048-0014-2018.

Clause 5th Insurance Territory

This Policy is agreed according to the Mexican Laws to provide coverage against damages occurring within the Mexican territory. This territorial boundary may be extended by acquiring liability coverage against damages occurring out of Mexico, according to Clause 3rd Item b) of these General Conditions.

Clause 6th Premium

- a) The premium payable by the Insured becomes due upon execution of the insurance contract and, unless otherwise agreed, it is understood that the policy period will be for one year.
- b) In case the Insured elects to pay the premium on an installment basis, the installments will cover equal periods of time and become due on inception of each agreed period. The short rate tariff approved by the National Insurance and Bonding Commission on the issuance date of the Policy will apply and be notified in writing to the Insured.
- c) The Insured will enjoy a thirty-calendar day grace period to settle either the full premium or each agreed installment.

The effects of this insurance contract will automatically cease at twelve hours (noon) on the last day of the grace period, if the Insured fails to pay either the full premium or the agreed installment.

- ch) The agreed premium will be paid at the Company's offices against delivery of the corresponding receipt.



Clause 7th Reinstatement

Notwithstanding provisions in Clause 6th Premium, the Insured may pay within 30 days following the last day of the grace period indicated in such clause, the full premium of this insurance or any portion thereof if installment payments are agreed. In this case, by making such payment, this insurance will be reinstated as of the time and date indicated in the payment receipt and the Company will return upon receiving payment the pro rata premium for the period in which the effects of the insurance ceased, according to provisions in Article 40 of the Insurance Contract Law (*Ley sobre el Contrato de Seguro*).

However, if the Insured requests in writing, at the latest upon making such payment, an extension of the period of insurance, it will be automatically extended for a period equal to that between the last day of the grace period and the time and date on which the reinstatement takes effect.

In case the time is not indicated in the payment receipt, it will be understood that the insurance is reinstated at 00:00 hours on the date of payment.

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

Clause 8th Deposit Premium

For the purpose of this insurance, deposit premium is understood as the total amount resulting from multiplying the risk rate to the estimated amount stated by the Insured in the insurance application form, according to the corresponding tariff base.

Such premium will be adjusted upon expiration of the period of this insurance against the actual amount reported by the Insured, who will be bound to pay the difference between the deposit premium and the final premium.

The Company is also bound to reimburse any amount the Insured is entitled to, if any.

Clause 9th Deductible

According to provisions set forth in the Policy Dec Page and, where appropriate, in the schedule of the agreed particular conditions, the deductible will always be for account of the Insured in every loss.

Clause 10th Procedures in the Event of Loss

- a) Notice of claim: upon having knowledge of any claim or suit received either by the Insured or the Insured's representatives, the Insured is bound to give forthwith notice thereof to the Company and provide the Company with the documents or copies received in connection with such claim or suit, and the Company is bound to immediately notify the Insured in writing of its decision not to conduct the proceedings, if it so decides.

If notification is not given as stated above, it will be understood that the Company undertakes the conduct of the proceedings brought against the Insured and the Insured will cooperate with the Company according to provisions in the following paragraphs of this clause.

In case the Company decides not to conduct the proceedings, the Insured will be advanced the amount the Company assumes to pay for this concept to cover the costs incurred to defend the Insured. The Insured's defense will be conducted with due diligence.



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- b) Cooperation and assistance provided by the Insured to the Company. In every proceeding brought against the Insured for liability covered by this insurance, the Insured is bound to:
- Provide the necessary data and proof requested by the Company for the Insured's defense, in case it is necessary or when the Insured is not required to appear in court.
 - Exercise and enforce the legal actions and defense to which the Insured is entitled.
 - Appear in court for every proceeding.
 - Empower the lawyers appointed by the Company so that they may represent the Insured in the proceedings in case the Insured is unable to directly intervene in all formalities of such proceedings.

All expenses incurred by the Insured to satisfy the above obligations will be covered by the sum insured for defense costs. In case of negligence by the Company in determining or conducting the defense, the liability for the amount of defense costs will not be subject to any limit.

- c) Claims and suits: the Company is entitled to settle claims judicially or extrajudicially, conduct lawsuits or prosecutions before the corresponding authorities and enter into agreements.

It is not binding upon the Company any acknowledgement of debt, transaction, agreement or any other legal act that implies acknowledgement of liability by the Insured without the Company's consent, for the purpose of simulating liability that otherwise would be inexistent or less than the actual liability. The admission of a fact by the Insured may not be deemed as an acknowledgement of liability.

- ch) Loss payee of the insurance: this insurance contract directly grants the damaged third party the right to compensation. Such third party will be treated as loss payee as of the time of loss.
- d) Reimbursement: in case the third party is indemnified in whole or in part by the Insured, the indemnity payment will be reimbursed proportionately by the Company.
- e) Subrogation: the Company will be subrogated, up to the amounts paid, to all the Insured's rights against third parties on account of payable damages. However, there will be no subrogation in case of acts committed by persons for whom the Insured is legally liable, since for the purposes hereof, they are also considered Insureds.

If damages are partially indemnified, the Insured and the Company agree to assert their rights in the corresponding proportion.

The Company will be in whole or in part released from liability if subrogation is prevented by the Insured.

Clause 11th Reduction and Reinstatement of Sum Insured

The sum insured of the Policy will be automatically reduced by the amount paid for losses occurring during the policy period. However, the sum insured may be reinstated to its original amount for application to further claims upon acceptance by the Company and at request of the Insured who will be required to pay the respective premium.

Clause 12th Increase of Hazard

The Insured will notify the Company of any essential increase of hazard during the policy period within a period of 24 hours after the Insured becomes aware thereof. The Company's liability will cease in full right if the Insured fails to notify as stated above or causes an increase of hazard that contributes to the occurrence of loss.



In the event of fraud or bad faith, the premiums paid in advance will not be reimbursed to the Insured.

Clause 13th Termination of the Company's Liability

In addition to provisions in clauses 6th, 10th, 11th, 12th, 14th and 17th concerning the effects of non-compliance with the Insured's obligations, the Company's liability will cease if:

- a) The loss is willfully caused by the Insured or in collusion with the Insured.
- b) The claim is fraudulent in any respect or supported by misrepresentations or false documents of the Insured or third parties for the purpose of obtaining illicit gain.

Clause 14th Other Insurance

In case the Insured agrees other insurances with more than one insurance company to cover the same risk and for the same interest, the Insured will be required to provide the Company with the names of such other insurance companies and the sums insured.

The Company will be released from liability if the Insured deliberately fails to notify the Company as stated in the above paragraph or agrees more than one insurance Policy to obtain illicit gain.

Clause 15th Inspection

The Company will be entitled to investigate the activities subject-matter of this insurance to assess the risk. Additionally, the Insured agrees that the Company may examine the Insured's books associated with any fact relating to this Policy.

Clause 16th Advance Termination of the Contract

Notwithstanding the expiration date of the contract, the parties hereto agree that it may be terminated in advance by means of written notification. If the contract is terminated by the Insured, the Company will be entitled to the premium corresponding to the time in which the insurance remains in effect, according to the following short rate tariff on file with the National Insurance and Bonding Commission.

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%

The Company may also terminate the contract by means of written notification to the Insured and such termination will take effect 15 days after the date of notification. The Company will refund the unearned premium computed on a pro rata basis within 15 days following the date of termination of the contract.

Clause 17th Statute of Limitations

All actions derived from this insurance contract will prescribe in two years from the date of the occurrence giving rise thereto, pursuant to provisions in Article 81 of the Insurance Contract Law, with the exception of cases stipulated in Article 82 of same law.

The statute of limitations shall be interrupted not only by ordinary causes but also by the appointment of an expert or the commencement of the process set forth in Articles 65 y 68 of the Finance Services User Protection Law (*Ley de Protección y Defensa al Usuario de Servicios Financieros*).

Clause 18th Jurisdiction

In the event of controversy, the plaintiff may appeal to the administrative authorities competent in insurance questions at their central offices or regional offices, in terms of the laws applicable to each particular case; and if such authority is not appointed arbitrator, then the plaintiff may appeal to the competent courts where the Company is domiciled.

Customer Complaints Unit: located at Félix Cuevas 366, piso 3, Col. Tlacoquemécatl, alcaldía Benito Juárez, 03200, México, CDMX, Tel 800 737 76 63 (option 1), if you are in Mexico City, Monday to Thursday from 8:00 to 17:30 hours and Friday from 8:00 to 16:00 hours. E-mail: axasoluciones@axa.com.mx

Condusef: Av. Insurgentes Sur # 762 Col. del Valle Cd de México, C.P. 03100 – Tel 55 5340 0999 and 800 999 8080 E-mail: asesoria@condusef.gob.mx

Clause 19th Interest in arrears

In the event that the Insurance Company, even though it has received the documentation and information with reference to the basis of the claim made, does not fulfill the obligation of paying the indemnity, capital or rent in terms of Article 71 of the Insurance Contract Law, then, instead of paying the legal interest applicable, it shall be binding on the Insurance Company to pay the Insured, loss payee or third party sustaining damage, an interest in arrears calculated as provided in Article 135 Bis of the Insurance and Bonding Institutions Law during the delay period. Such interest shall be calculated from the day following the thirty-day period named in the Insurance Contract Law.

Clause 20th Currency

Payment of both premium and indemnity, if any hereunder, will be made in the terms of the monetary law in force on the date of payment.



Clause 21st 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, the contractual documentation and technical note forming part of this insurance product are on file with the National Insurance and Bonding Commission as of October 2, 2012 under registry CGEN-S0048-0064-2012.

Clause 22nd Disclosure of Commissions

During the period of the Policy, the Contracting Party may request in writing from the Company the report on the percentage of Premium that corresponds to the intermediary or corporation as commission or direct compensation for their intervention in the execution of this Contract. The Company will provide such report in writing or by electronic means within a period not exceeding ten 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 Law, the contractual documentation and technical note forming part of this insurance product are on file with the National Insurance and Bonding Commission as of January 5, 2006 under registry CGEN-S0048-0291-2005.

Clause 23rd 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, electronic 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, the contractual documentation and technical note forming part of this insurance product are on file with the National Insurance and Bonding Commission as of February 8, 2017 under registry No. CGEN-S0048-0200-2016.

Article 25 of the Ley sobre el Contrato de Seguro

"Should the contents of the policy or the amendments thereto do not conform with the offer, the Insured may request the corresponding correction within thirty days following receipt thereof. Once this period has elapsed, the stipulations of the policy or the amendments thereto shall be deemed accepted".

In compliance with provisions set forth in article 202 of the Insurance and Bonding Institutions Law, the contractual documentation and technical note forming part of this insurance product are on file with the National Insurance and Bonding Commission as of October 3, 1990, under registry No. CNSF Of. 23959 Exp. 732.7(S-28)/1 / CONDUSEF-002504-01.

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

Traducción\CGDaños\CG RC General DV-146-2_0420ok-ing
cbch-der-cns July/2020



Call toll free
800 900 1292
axa.mx

Basic Rights of an Insured of a P&C Insurance

Know your rights as Contracting Party, Insured or Beneficiary

When purchasing your insurance, you may:



Ask the intermediary offering you the insurance to identify himself.



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



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

In the event of loss:



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



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



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



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

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

For any complaint

Contact the Customer Complaint Unit (UNE):

Telephone: 55 5169 2746 (option 1) or 800 737 7663 (option 1) Félix Cuevas 366, piso 3, Col. Tlacoquemécatl, alcaldía Benito Juárez, 03200, Mexico, Mexico City, at the Integral Customer Service Counter of AXA, service hours from Monday to Thursday from 8:00 to 17:30 hours and Fridays from 8:00 to 16:00 hours.

Write us to: axasoluciones@axa.com.mx

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