



Property & Casualty



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General Conditions

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

Hogar Integral

General Conditions

AXA Seguros, S.A. de C.V., hereinafter named “the Company”, in accordance with the General and Individual Conditions of this Policy, the latter having preference over the former, does hereby provide coverage in favor of the individual specified in the Policy, hereinafter named “the Insured”, against any loss and/or damage caused by the insured perils to property wherein the Insured has an insurable interest according to the terms set forth in the specification of the Policy, provided that they are not excluded and coverage is in full force.

I. Definitions

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

1. Increase of Hazard

Any fact, act or omission substantial for risk assessment purposes that would cause non execution or redefinition of the contract if acknowledged by the Company.

2. Sewerage

Underground drain network that collects sewage and 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.

3. Insured

The person so designated in the Insurance Contract sustaining the perils insured by the Policy.

4. Insured Policyholder

The person specified as Householder on the insurance application form, who signs the Beneficiary Appointment Form for the “Loss of Income resulting from Death or Total and Permanent Disability” coverage.

5. Mudslide

Mud sliding caused by Flood or rain.

6. Downspout

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

7. Beneficiary of the coverage “Loss of Income resulting from Death or Total and Permanent Disability”

The person who is entitled to receive the insurance benefit (indemnity) according to the designation made for that purpose by the Insured.

8. Loss Payee

The irrevocable Beneficiary designated by the Insured for whom the Insured waives the right to appoint or change a Beneficiary without the Company’s consent.

9. Beneficiaries of Assistance Services

The Insured or any member of the Insured’s family permanently living at the insured home.

10. Personal Property

Any property that can be carried from one place to another due to its very nature, such as portable machinery, furniture, spares, and accessories among others.

11. Safe

Steel or iron box intended to safeguard cash and valuables and which may be embedded in the floor, wall or ground.

12. Acts of God

A force beyond the control of men or the State which is impossible to avoid or prevent, such as Hurricanes, earthquakes and othe natural disasters.

13. Foundations

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

14. Coinsurance

Percentage amount of covered expenses for the account of the Insured to be deducted after subtracting the respective Deductible. Such percentage and the maximum amount for the account of the Insured in respect of this concept are indicated in the schedule of locations of the Policy.

15. Company

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

16. Assistance Company

Company specialized in providing the assistance services which is named on the Policy.

17. Joint Owner

The owner of one or more condominiums.

18. Humanitarian Duty

Set of duties, values and principles that provide the grounds for cooperation and solidarity in the face of disasters, dangerous or risky situations putting at risk our congeners.

19. Deductible

Amount or percentage for the account of the Insured as indicated in the schedule of locations of the policy which must be exceeded so indemnity payment for any insured damage or peril is made.

The deductible must be paid before Coinsurance applies.

20. Man-made Water Reservoirs or Currents

Deposits, dams, dikes, basins, wells, artificial lakes, river channels and weirs in the open.

21. Natural Water Reservoirs or Currents

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

22. Building under Demolition

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

23. Building under Reconstruction

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

24. Building under Renovation

Building or construction undergoing physical works for the purpose of being modified or transformed by changing its physical or functional features, either in whole or in part, provided that its structural support or framework is not modified.

25. Building under Repair

Building or construction undergoing physical works for the purpose of restoring the physical or functional condition it had immediately before the occurrence of the property damage giving rise to such works.

26. Completed Building

Building ready to be occupied with all its walls, roofs, windows, window pane, floors and doors installed.

27. Electronic Equipment

Equipment which electronic components have a value greater than 50% of the total value of the equipment or machine. The electronic components correspond to that part using electric power supply or batteries to perform complex functions through electronic circuits, such as measuring and data handling and not merely transformation.

28. Jetty

Retaining wall built of huge rocks and used as wave breaker. It can also be used as foundation in docks or to protect the bottom of other works.

29. 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.

30. Lack of or deficient sewer system at the Insured's buildings

Lack of or deficient sanitary and storm sewer systems at the insured building, used to drain waste materials resulting from the use of sanitary services in the building or rainwater, resulting in saturation and overflowing of such systems.

31. Fraud

Any act by which a person deceives another or takes advantage of the other person's oversight to obtain a gain or something in an illicit manner.

32. Force Majeure

Any event that cannot be avoided even though it can be foreseen and which is produced by human activities.

33. Storm Surge or Tsunami

Damage resulting from an undersea earthquake causing violent sea waves that propagate to the coasts giving rise to Floods.

34. Hail

Atmospheric strong precipitation in the form of compact and hard ice crystals.

35. Frost

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

36. Hurricane

Flow of air and water of great magnitude moving in a circular trajectory around a low pressure center, either over the ocean or land, at a peripheral wind speed of 118 kilometers per hour or above, which has been identified as such by the National Meteorological Service (Servicio Meteorológico Nacional).

37. Flood

Water temporarily and accidentally 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.

38. Flood by Rain

Rain water temporarily and accidentally covering the ground as a consequence of the unusual and fast accumulation or overflow of water arising out of extraordinary rainfall:

- a) Reaching at least 85% of the averaged maximum historic record of the occurrence zone for the last 10 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 insured property within a flooded area of at least one hectare.

39. Set

Items or parts of the same or similar class and/or size and/or quality, used as a whole.

40. Bad faith

Any willful malicious act or any attempt thereat.

41. Tidal Wave

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

42. 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 and without being connected to the structure of the building.

43. Snowfall

Ice crystals falling in the form of flakes.

44. Pair

Set of two equal items or parts.

45. Business Interruption

Loss of income, profit, benefit or other similar pecuniary loss, and expenses arising out of the suspension or slowdown in the operations of the insured building by reason of physical damage caused by any peril insured against.

46. Pecuniary Loss

Deprivation of any lawful gain that would have been obtained had no loss occurred.

47. Policy/Insurance Contract

Document evidencing the execution of the Insurance Contract which specifies the rights and obligations of the Company and the Insured and is comprised by the insurance application form and the General and Individual Conditions of the Policy.

48. Premium

The amount of money the Contracting Party is bound to pay to the Company in consideration of the insurance benefits.

49. First Loss

The amount for which the Company declines to apply the proportion that the replacement cost of property bears to the Sum Insured for indemnity payment purposes, the Company being compelled to pay in the event of loss the total amount of damage, up to the agreed Sum Insured, less applicable Deductible and Coinsurance.

50. Kidnapping

The act of holding any person or group of persons in false imprisonment for an indefinite period of time for the purpose of obtaining a ransom.

51. Undermining

Excavation caused by the action of water.

52. Basement or Semi-Basement

Any enclosed space which perimeter walls are wholly or partially under the natural level of the ground.

53. Tetrapod

It consists of a central node from which four truncated cone shape projections radiate, with each forming an angle of 120° with any other. Such projections are placed in several overlapped layers so that their own weight and shape features cause them to get interlaced or interlinked among themselves.

54. Seafront, lakefront or lagoonfront locations

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

- a) 500 meters from the wave breaking line at high tide.
- b) 250 meters from the shore of a lake or lagoon.

55. UMA

Daily value of the UMA (Unit of Measure and Update)

56. Replacement Cost

The amount required to build, rebuild, repair and/or acquire and install property of like kind, quality, size and/or capacity as that of the damaged property prior to the occurrence of loss, without deduction for depreciation, including any inherent expense, freight costs, customs duties and installation costs, if any.

57. Actual Cash Value

Replacement cost, at the time of loss, less wear and tear of property up to that date.

58. 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 recognized by this agency.

59. Home

Real property intended for residential purposes and located within the territorial limits, either owned, rented, jointly owned or held on a gratuitous bailment by the Insured, and annexes, fences, bar fences, yards and flooring on outdoor areas, including sanitary installations for water supply, electricity, sewer, as well as all other fixtures attached thereto.

II. Individual Conditions

1. Property Damage Section

1.1 Insured Property

Building

The physical construction of the insured home, which address is stated on the policy, annexes, including installations for water supply, sanitary sewer, lighting, elevators and all other fixtures located within a domicile with the same official street number.

If the Sum Insured is exhausted due to the occurrence of damage to the building, the Company will increase automatically such Sum Insured by 10% for indemnity payment purposes.

Property expressly excluded shall not be deemed covered.

Contents

- a) Every property located in the insured home, which address is stated on the policy, and usual thereto, such as furniture, household appliances and electronic equipment, household ornaments, clothing and personal effects.
- b) Art objects, sporting goods or computer equipment, such as paintings, rugs, sculptures, tapestries (gobelinos), crystal objects, dinnerware, porcelain, folding screens, photography

or video equipment, filming equipment, fishing or golf gear, musical or precision instruments, antiques, articles difficult or impossible to replace, as well as jewelry, watches, weapons, collections and rare objects or fine arts.

- c) Garments or suits in dry cleaners, laundries, tailors or clothing repair shops or while being transported.
- d) Injury to dogs or cats (domestic pets) living in the insured home as a result of accidents. Coverage is provided for one event during the Policy Period, limited to 55 UMA.

Property expressly excluded shall not be deemed covered.

Glass

- a) Plate glass, skylights, glass covers and glass usual to the insured home and/or contents thereof.
- b) Curved, antique, sculpted and leaded glass.
- c) Decoration of glass and frames thereof.

The Company's limit of liability for this coverage shall be the Sum Insured shown in the schedule of locations of the policy.

Provided that such glass is duly installed in the insured home and/or is being removed.

1.2 Direct Damage coverage

Insured Perils

Physical loss and/or damage directly caused by any sudden, accidental or unexpected peril not expressly excluded from this Policy.

Excluded Perils

In addition to the perils excluded as provided in Clause 2nd of the General Conditions, the Company shall in no event be liable under this section for damage caused to the insured property either directly or indirectly by or as a consequence of physical loss or damage resulting from burglary and/or robbery or any attempt thereat.

Indemnity

Every indemnity payment under this coverage shall be made according to the following provisions:

- a) Indemnity in the event of loss will be paid at replacement cost of the property, limited to the Sum Insured of the affected section as shown in the schedule of locations of the Policy, but:
 - 1. With respect to total losses caused by internal damage to household and/or electronic appliances, indemnity payment will be made at actual cash value.
 - 2. Respecting Glass, indemnity payment will be made at replacement cost of the damaged glass at the time of loss, plus removal and installation costs thereof.

The Company may choose to replace the Glass to the entire satisfaction of the Insured or to pay in cash the replacement cost of such Glass, plus removal and installation costs thereof.

b) The term “Sum Insured” wherever appearing printed in the Policy will be replaced by the term “replacement cost”, as specified in the definitions section.

c) The Company shall in no event be liable under this clause for the following:

- 1. Any additional expense arising out of the Insured’s need or desire to build or replace the damaged property on a site other than that occupied by the damaged property at the time of loss.**
- 2. Any additional expense in excess of the Replacement Cost resulting from Laws or Rules governing the construction, reconstruction, repair or replacement of damaged property.**
- 3. Any amount greater than the replacement cost of damaged parts of property consisting of several parts.**
- 4. Where damage is caused by the occurrence of any loss to property described in paragraph b) of the Contents coverage, which value per unit, set or pair is greater than 500 UMA, proving the preexistence and value of such property will be required. If the value of property cannot be proven and the Insured claims a greater amount, indemnity payment will be limited to 500 UMA per unit, set or pair.**

If the value of such property per unit, set or pair is greater than 2000 UMA, declaring such property in the Policy as of the contracting date will be required or, if acquired thereafter, such declaration will be by made means of endorsement. If property is not declared as above stated and is damaged by a loss, indemnity payment will be limited to 2000 UMA, even if a greater value and preexistence of property are proven.

1.3 Indirect Damage coverage

Insured Perils

In the event of any payable loss resulting from direct damage, this coverage will insure all expenses arising from the following:

Debris Removal

Dismantling, demolition, cleaning or hauling necessary to make repairs or rebuild the insured damaged property.

At any time that the Insured deems convenient, debris removal may be started immediately after the loss without the Company’s consent, provided that proper conditions for debris removal exist, without jeopardizing the life or property of the Insured or of third parties.

The Company undertakes to indemnify the Insured up to the Sum Insured set forth in the Policy, subject to prior proof of expenses incurred by the Insured.

This coverage will take effect if debris removal is a consequence of damage to the insured property by any peril covered.

Business Interruption

This coverage may be acquired under two different schemes:

- a) Extra Expense, if the Insured lives in the insured home, or
- b) Rental Loss, if the Insured is the Lessor of the insured home.

Extra Expense Coverage

The Insured will be indemnified by the Company if the Insured is compelled to vacate the insured home for repairing or rebuilding purposes or if access to the insured home is prohibited for any reason by the competent authorities, so that the Insured can continue with the standard of living he/she had at the time of the occurrence of the loss payable under the Property Damage section.

Scope of Coverage

The Company will pay indemnity for the maximum period as provided in the policy, as of the date of loss occurrence, but not to be limited by the expiration date of the policy period. If access to the insured home is prohibited by the competent authorities, expenses incurred by the Insured for a period not greater than one month will be covered hereunder. Such month is included in the maximum period provided in the Policy.

This coverage is extended to insure expenses incurred for:

- a) Rental of a house or apartment, boarding house or hotel.
- b) Moving of furniture and household goods.
- c) Transportation insurance covering the furniture and household goods.
- d) Storage of furniture and household goods.
- e) 50% of electricity, gas and water bills, if the Insured stays in the house of a relative.
- f) Immediate support, such as clothing, footwear, personal transportation, food, laundry and dry cleaning services for the Insured and members of the Insured's family or personnel at the Insured's service living permanently at the insured home.

Exclusions

In addition to the perils excluded as provided in Clause 2nd of the General Conditions, the Company shall in no event be liable under this section for damage caused to the insured property either directly or indirectly by or as a consequence of:

- a) The construction, repair or replacement of property insured by the Policy.**
- b) The suspension, expiration or cancellation of any permit, license, lease agreement or concession.**
- c) Hindrance in the described premises by strikers, persons taking part in lockouts, labor disturbances or riots or other persons hindering or delaying the reconstruction, repair, replacement or occupancy of the insured home.**

Indemnity

Coverage provided hereunder shall cease at the time:

- a) **The Insured definitely reoccupies the insured home or other home, or**
- b) **The Sum Insured shown on the Policy is exhausted or the maximum period of indemnity for the agreed months ceases, without being limited by the expiration date of the Policy period.**

In the event of loss payable hereunder, the Company will pay in advance to the Insured an amount equivalent to one month of the period of indemnity agreed without need to submit any proving document. The remaining amount will be reimbursed to the Insured in respect of all expenses incurred and covered, after submitting the respective proving documents and up to the Sum Insured, less the advance payment previously granted.

Rental Loss Coverage

Scope of Coverage

Coverage is provided against the actual financial loss sustained by the Insured in the event of loss payable hereunder as a result of property damage to the insured home owned by the Insured and for which the Insured is paid monthly rents for the rental of such home according to the lease agreement duly signed by the parties thereto.

The Company will pay those rents the Insured is no longer able to receive as of the date of loss and for the maximum period stated in the Policy, without being limited by the expiration date of the policy.

Rent means the amount the Insured is paid for rental of the insured home, but not to include:

- a) Salaries of janitor or administrator.
- b) Commissions paid for collecting rents or administrating the building.
- c) Taxes.
- d) Water, electricity, telephone and gas supply costs.
- e) Any other expense for which the Insured (lessor) is liable.

Sum Insured and Indemnity

The Sum Insured must be equal to the agreed amount stipulated in schedule of locations of the Policy which in turn must be specified in the lease agreement in force on the date of loss and executed by the Insured and the Tenant.

Where appropriate, the Insured will be paid every month an amount equivalent to the rental payment as stated in the lease agreement, but not to exceed the Sum Insured.

Exclusions

In addition to the perils excluded as provided in Clause 2nd of the General Conditions, the Company shall in no event be liable under this coverage for damage caused to the insured property either directly or indirectly by or as a consequence of the following:

-
- a) **The Insured's financial failure to pay the reconstruction or repair costs of the building which rents are covered by the Policy.**
 - b) **Defects resulting from the reconstruction or repair of the building, even if such reconstruction or repair would have resulted from any damage caused by the perils insured under the Policy.**
 - c) **Loss resulting from the suspension, expiration or cancellation of any permit, license, lease agreement or concession.**
 - d) **Loss resulting from hindrance in the described premises by strikers, persons taking part in lockouts, labor disturbances or riots or other persons hindering or delaying the reconstruction, repair, replacement or occupancy of the insured home.**

1.4 Additional coverage that may be agreed at the request of the Insured by paying an additional premium

a) Earthquake and/or Volcanic Eruption coverage

Insured Perils

Subject to the General and Special Conditions of the Policy to which this coverage is attached and limited to the Sum Insured agreed as indicated in the schedule of locations of the Policy, provided that this coverage is afforded under the policy, the property subject matter of insurance, as mentioned in Section 1.1.1, Insured Property, is covered against physical loss or damage directly caused by Earthquake and/or Volcanic Eruption.

Excluded Perils

In addition to the Perils Excluded as provided in the Property Damage Section and Clause 2nd of the General Conditions, the Company shall in no event be liable for damage caused to the insured property either directly or indirectly by or as a consequence of the following:

- a) **Natural movements or vibrations of the ground not related to Earthquake and/or Volcanic Eruption events, such as subsidence, ground heave and settlement.**
- b) **Tidal wave or flood, even when caused by any peril insured by this coverage.**

Claims filed for Earthquake and/or Volcanic Eruption events

Damage insured by this coverage resulting from several Earthquakes and/or Volcanic Eruptions shall be considered one single loss if occurring within a continuous 72-hour period.

Deductible and Coinsurance Applications

The deductible set forth in the Policy will apply to every claim for property damage to insured buildings, constructions and contents. The deductible will be expressed as a percentage and calculated based on the Sum Insured indicated in the schedule of locations of the Policy. **The deductible will be subtracted from the amount of loss before applying the appropriate coinsurance.**

If the policy comprises 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.

The deductible will be subtracted from the amount of loss before applying the appropriate coinsurance.

In case that coverages against Earthquake and/or Volcanic Eruption and Hydrometeorological Phenomena are agreed for the same location and an event causes property damage payable hereunder arising from earthquake and storm surge, only the greatest deductible will apply.

b) Hydrometeorological Phenomena coverage

Insured Perils

Subject to the General and Special Conditions of the Policy to which this coverage attaches and limited to the agreed Sum Insured indicated in the schedule of locations of the Policy, provided that this coverage is afforded under the policy, the property subject matter of insurance, as mentioned in Section 1.1.1, Insured Property, is also insured against physical loss or damage 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. Coverage is also provided hereunder against any damage caused by the obstruction of manholes of sanitary sewer systems and drainage systems located within the insured premises, and obstruction of downspouts as a consequence of the accumulation of hail.

Additional Property that may be covered at the request of the Insured by paying an additional premium.

Property described below is excluded from this coverage and may only be covered if expressly agreed between the Insured and the Company by specifying separate sums insured as sub-limit and charging the corresponding additional Premium. Written evidence of the above will be provided by the Company.

- a) **Completed buildings that do not have, either in whole or in part, walls, roofs, doors or windows, provided that such buildings are designed and/or built to operate under such conditions, in accordance with construction regulations of the zone that are in force on the date of construction.**
- b) **Fixed equipment and/or machinery and their installations, located outdoors, either in whole or in part, and duly anchored or inside buildings that do not have, either in whole or in part, walls, roofs, doors or windows, provided that such buildings are specifically designed to operate under such conditions.**
- c) **Fixed property other than machinery that must be outdoors due to its very nature, namely, all property outside buildings or inside buildings that do not have, either in whole or in part, roofs, doors, windows or walls, such as the following:**
 - 1. **Swimming pools.**
 - 2. **Billboards and signs.**

-
3. Roads, sidewalk, streets, curbs or yards inside the Insured's premises.
 4. Outdoor ornaments.
 5. Sports courts and/or facilities.
 6. Outdoor lamps.
 7. Reinforced concrete retaining walls, fences, bar fences and/or perimeter wire mesh and their doors or gates.
 8. Palapas and pergolas.
 9. Irrigation systems, including their pipe networks.
 10. Receiving and/or transmitting antennas and towers.
 11. Plastic or metal silos or tanks.
- d) 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.

Excluded Property

In addition to the property excluded as provided in the Property Damage Section and Clause 1st of the General Conditions, the Company shall in no event 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 nature of their occupancy, in case that such buildings are not designed or built to operate under such conditions, in accordance with construction regulations of the zone that are in force on the date of construction. This exclusion also applies to contents in such buildings.
- c) Contents and property on stock as described in paragraph a) of the "Additional Property that may be covered at the request of the Insured by paying an additional premium" section above, unless destruction of or damage to outdoor windows or doors, walls or roofs of buildings results from the direct action of the perils insured by this coverage, causing fractures or cracks through which water, hail, mud, wind or snow penetrates. This exclusion does not apply to any damage caused by Flood or Flood by Rain.
- d) Buildings or constructions consisting of walls and/or roofs made of heavy duty plastic or fabric covers.

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- e) Foundations and underground installations.
 - f) Every property located between the retaining wall closest to the beach or coastline and the shoreline, or property located in the federal zone, whichever is less.
 - g) Retaining walls made of materials other than reinforced concrete.
 - h) Property located in areas identified as high-risk flood or mudslide zones by the Civil Protection Department or its regional offices.

Excluded Perils

In addition to the perils excluded as provided in the Property Damage Section and Clause 2nd of the General Conditions, the Company shall in no event be liable for damage caused to the insured property either directly or indirectly by or as a consequence of the following:

- a) Wetting, wind, hail, snow or rain coming into buildings or their contents, unless resulting from destruction of or damage to outdoor windows or doors, walls or roofs of buildings caused by 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 any damage caused by Flood or Flood by Rain.
- b) Flood, Flood caused by Rain or Mudslide occurring only at those locations where the property subject matter of this insurance is contained.
- c) Undermining effects on buildings located on the first line of buildings at the seashore, unless such buildings are protected by Retaining Walls consisting of reinforced concrete foundations or by reinforced concrete tetrapod jetties. This exclusion will not apply to buildings and their contents located beyond 50 meters away from the wave breaking line at high tide or 15 meters above the sea level at high tide.
- d) Damage caused by contamination, unless property damage is directly caused to the insured property by the insured perils causing contamination to the insured property. Pecuniary loss or expenses arising from clean-up or decontamination of the environment (soil, subsoil, atmosphere or water) are also excluded.
- e) Loss or damage from burglary and/or robbery or any attempt thereat.

Claims filed for Hydrometeorological Phenomena events

All Hydrometeorological Phenomena losses occurring within a continuous 72-hour period or within a continuous 168-hour period for Flood will be considered a single loss. Multiples of these periods shall be considered two or more events.

Deductible and Coinsurance Application

The deductible and coinsurance shown in the schedule of locations of the Policy shall apply separately to each building or its contents. If the insurance provides coverage for two or more buildings or their contents, the deductible shall apply separately to each building or contents thereof.

In respect of property described in the “Additional Property that may be covered by express agreement” section, the applicable deductible will be 15% of the agreed Sum Insured for this property at the damaged location.

If at the time of effecting the Policy, the Insured duly declared the outdoor property insured providing breakdown of its values, the applicable deductible shall be 5% of the value declared for property of the same kind insured outdoors.

In case that coverages against Earthquake and/or Volcanic Eruption and Hydrometeorological Phenomena are agreed for the same location and an event causes property damage payable hereunder arising from earthquake and storm surge, only the greatest deductible will apply.

Coinsurance will apply after deducting the appropriate deductibles.

Advance Termination of Contract

Notwithstanding the term of this insurance contract, the parties hereto do hereby agree that it may be terminated for any reason before expiration date thereof by means of written notice. If the Insured terminates this insurance contract, the Company shall be entitled to that portion of the premium for the time during which the insurance was in effect (earned premium), in accordance with the following short rate tariff (as percentage of the 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%
More than 5 months	100%

If the Company terminates this insurance contract, the Insured will be duly notified and such termination will become effective 15 days after such notice is received. The Company will return to the Insured at the latest on the notification date the pro rata unearned premium. Failure to give the above notice will render termination ineffective.

2. Private and Family Liability Section

2.1 Subject matter of Insurance

The Company undertakes to pay for the damage, consequential pecuniary loss and personal injury caused by the Insured to third parties, limited to the Sum Insured indicated in the schedule of locations of the Policy, provided that they result from physical damage, and for which the Insured is held liable in respect of non-fraudulent acts or omissions occurring during the Policy period and causing death or health impairment to such third parties or damage or destruction to their property, pursuant to the applicable liability legislation in force in Mexico, except in respect of pleasure trips or overseas studies, which are subject to the appropriate foreign legislation.

This coverage shall be limited to Mexican territory and may be extended to provide worldwide coverage only for overseas studies or pleasure trips of the Insured.

2.2 Scope of Insurance

According to provisions in this section and in the respective Individual Conditions, the Company's obligation comprises the payment of:

- a) Damage, consequential pecuniary loss and personal injury for which the Insured is held liable.
- b) The Insured's defense costs payable hereunder, including among others:
 - 1. Payment of premiums for judicial bonds granted by the Insured to warrant payment of the sums claimed for the liability covered by this section.
 - 2. Payment of costs for legal advice, procedures brought before the authorities or before the damaged parties, their lawyers or experts (including investigations and reports), legal costs and interests.
 - 3. Payment of costs incurred by the Insured to process and settle claims.

2.3 Limitation of Scope of Insurance

- a) The occurrence of more than one loss during the period of coverage arising from the same cause will be considered one single loss and deemed to have occurred upon the occurrence of the first loss of the series.
- b) Payment of costs as referred to in paragraph 2, Scope of Insurance, will be additionally covered but not to exceed an amount equivalent to 50% of the limit of liability under this section.
- c) The limit of liability assumed by the Company for personal accidents sustained by persons carrying maintenance works in the insured home, in respect of one or more household workers, will be that established in the Federal Labor Law (Ley Federal de Trabajo) limited to the agreed Sum Insured.
- d) Reimbursement of expenses incurred for bodily injury accidentally sustained by persons permanently living in the insured home is covered as annual sub-limit with a sum equivalent to 5% of the limit of liability insured under this section, subject to a maximum of 2000 UMA.

2.4 Insured Liability

Basic Coverage

Coverage is provided within the scope of this section and the policy conditions against legal or tort liability incurred by the Insured for damage to third parties resulting from private and family activities in any of the following assumptions:

- a) As owner of one or more dwelling houses or apartments (including those occupied on weekends or holidays), their garages, gardens, swimming pools, antennas, security equipment and all other belongings or accessories.
- b) As tenant of one or more dwelling houses (including those occupied on weekends or holidays), their garages, gardens, swimming pools, antennas, security equipment and all other belongings or accessories.
- c) As joint owner of dwelling houses or apartments (including those occupied on weekends or holidays). Coverage is also provided against legal or tort liability incurred by the Insured for

damage to common areas of the condominium where he/she lives; 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 assumptions, coverage is provided for liability incurred by the Insured, including but not limited to the following:

- a) As household head.
- b) For damage caused to third parties as a consequence of fire or explosion occurring in the insured home and/or for damage caused to the insured home by fire or explosion in case the Insured is the Tenant.
- c) For damage caused to third parties as a consequence of accidental or unforeseen water spillage.
- d) For the practice of amateur sports.
- e) For the use of bicycles, skates, pedal or rowing watercrafts and motor-driven land vehicles intended for use within the Insured's premises only and which do not require license plates to travel in public places.
- 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 inside or outside Mexico.
- i) For accidents caused to household workers, with respect to the obligations imposed by the Federal Labor Law.

Coverage under this section is extended within the scope of these Conditions to insure against liability incurred by:

- a) The Insured's children, if they live permanently with the Insured.
- b) The Insured's children during pleasure or study trips, if they economically depend on the Insured.
- c) Wards and disabled persons under the Insured's legal custody, for whom the Insured is legally liable to third parties.
 - 1. Acts committed by the Insured's spouse.
 - 2. The Insured's household workers while carrying out their activities as such, and persons performing maintenance works at the insured home of the Insured.

The above persons are considered Insureds and may not be treated as third parties for the purpose of this Policy, except in respect of liability incurred by the Insured for personal accidents causing bodily injuries or death to the Insured's temporal or permanent household workers while carrying out their activities as such, up to the limits provided in the Policy, and in respect of liability incurred by the Insured for accidental bodily injury sustained by the persons permanently living in the insured home.

The deductible and coinsurance, if applicable to this coverage, are indicated in the schedule of locations of the Policy.

2.5 Excluded Liability

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

- a) **Breach of contracts or agreements, where failure to comply therewith does not have caused death or health impairment of third parties or deterioration or destruction of property of said third parties.**
- b) **Replacement benefits in the event of nonperformance of contracts or agreements.**
- c) **Gross negligence incurred by the victim.**
- d) **Physical damage to property, pecuniary loss or personal injury caused to the Insured's blood or step family members living temporarily or permanently with the Insured.**
- e) **Damage arising from gambling, racing, participation in sports, contests or competitions of any kind or trials.**
- f) **Damage arising from the exploitation of an 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.**
- g) **Premiums for bonds guaranteeing the preparatory, provisional or conditional freedom of the Insured during a criminal action.**
- h) **Enforcement of the Federal Labor Law or other provisions complementary to such law, excepting coverage for household workers as set forth in the section "Liability Covered".**
- i) **Damage caused by lack of consistency, subsidence or settlement of soil or subsoil, or lack or deficiency of consolidation works to avoid the loss of support of the soil or subsoil of neighboring properties.**
- j) **Indemnity representing or having the nature of a fine, penalty, punishment or exemplary damage, such as those known as punitive or exemplary damages.**
- k) **Damage as a consequence of Earthquake and/or Volcanic Eruption or Hydrometeorological Phenomena or any other act of God.**
- l) **The storage and use of explosives.**
- m) **Works performed by independent contractors in respect of liabilities as owner of construction.**

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- n) **Damage resulting from the performance of constructions, enlargement or demolition works.**
 - o) **Misplacement of property.**
 - p) **Acts of authorities or administrative or judicial decisions.**
 - q) **Property damage or bodily injury in connection with contagious infectious diseases, sexually or virally transmitted such as AIDS (Acquired Immune Deficiency Syndrome) or Human Immunodeficiency Virus (HIV).**

2.6 Procedure in the event of Loss

Notice of Loss

The Insured undertakes to give notice to the Company of any claims or suits upon knowledge or receipt thereof by the Insured or the Insured's representative within the period stipulated in Clause 10th Notice of Loss of these General Conditions, to which effect, the Insured will provide the Company with all documents or a copy thereof received by the Insured in connection with such claim or suit. The Company undertakes to immediately notify the Insured in writing of the Company's decision not to assume the conduct of the legal defense, should this be the Company's decision. In this event, the Company will advance to the Insured an amount equivalent to the sum the Company is bound to pay for this concept so that the Insured is able to pay his/her legal defense costs with due diligence.

Failure to give notice as above will mean that the Company has taken control of the Insured's legal defense and the Insured will cooperate with and assist the Company in the terms set forth below.

Cooperation and assistance of the Insured

In every judicial proceeding brought against the Insured for liability covered by this insurance, the Insured undertakes to:

- a) Provide every information and evidence required by the Company for the Insured's defense in case such defense is necessary or if the Insured is not required to appear in court.
- b) Exercise and enforce the actions and defense the Insured is entitled to.
- c) Appear in every judicial proceeding.
- d) Empower the lawyers appointed by the Company to represent the Insured in such proceedings, if the Insured is unable to attend directly such proceedings.

All expenses incurred by the Insured to comply with these obligations will be chargeable to the Sum Insured for defense costs. If the Company acts negligently regarding the appointment and conduct of the defense, the liability for such defense costs will not be subject to any limit.

Claims and suits

- a) The Company is authorized to settle extrajudicial or judicial claims, conduct lawsuits or promotions before the competent authority and execute agreements.
- b) **The Company will not be liable for any debt, transaction, agreement or other legal proceeding that implies acknowledgment of liability by the Insured without the Company's consent.**

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- c) **The admission of materiality of a fact by the Insured may not be construed as acknowledgement of liability.**

Insurance beneficiaries

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.

Reimbursement

If the third party is indemnified in whole or in part by the Insured, the indemnity payment will be reimbursed in that proportion by the Company.

3. Burglary Section

3.1 Theft of Contents

Insured Property

Coverage is provided for household or family property located within the insured home named in the Policy, which is owned by the Insured, his/her family members, household workers, or guests living with or in the custody of the Insured and paying no boarding or lodging expenses.

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

Coverage is provided for:

- a) Furniture and household accessories, such as household items, furniture, clothing, electronic equipment and/or household appliances and all other home-related contents.
- b) Art objects, sporting goods or computer equipment, such as paintings, rugs, sculptures, tapestries (gobelinos), crystal objects, dinnerware, porcelain, folding screens, photography or video equipment, filming equipment, fishing or golf gear, musical or precision instruments, antiques, articles difficult or impossible to replace, as well as jewelry, gems, watches, weapons, collections and rare objects or fine arts.
- c) Cash, up to an amount equivalent to 100 UMA.

Excluded Property

In addition to the property excluded as provided in Clause 1st of the General Conditions, the Company shall in no event be liable for loss or damage to:

- a) **Instruments of any kind whether or not negotiable, postage or fiscal stamps, coin collections, checks, drafts, promissory notes, accounting books or other business books.**

Insured Perils

Coverage under this section is extended to insure against:

- a) Loss of and/or damage to contents in the insured home and/or physical damage to the building as a consequence of:
 - Burglary or any attempt thereat, provided that such burglary is committed by any person or persons using violence from outside the insured home, leaving visible signs of violence at the place of forced entry.
 - Robbery or any attempt thereat by using force or violence either moral or physical upon

persons.

- b) Theft or non-delivery of garments or suits covered by this section.

Indemnity

Every indemnity payment under this Policy shall be made according to the following provisions:

- a) Where damage is caused by the occurrence of any loss to property described in paragraph b) of this coverage with a value per unit, set or pair greater than the equivalent to 500 UMA, proving the preexistence and value of such property will be required if the Insured claims a greater amount.
- b) If the value of such property per unit, set or pair is greater than 2000 UMA, declaring such property in the Policy as of the contracting date will be required or, if acquired thereafter, such declaration will be made by means of endorsement. If property is not declared as above stated and is damaged by a loss, indemnity payment will be limited to 2000 UMA, even if a greater value and preexistence of property are proven.
- c) Regarding insured garments or suits in dry cleaners, laundries, tailors or clothing repair shops, the Company's maximum liability will be equivalent to 100 UMA at the time of loss per garment or suit.
- d) In the event of damage to the insured property, the Company will pay the amount of damage up to the Sum Insured agreed under this coverage as shown in the schedule of locations of this Policy, but not to exceed the replacement cost of property at the time of loss or the claimed value according to the documents submitted, whichever is lesser.

3.2 Robbery out of the residence

Insured Property

Coverage is provided by this section for property usual to the insured home or personal effects while outside the insured home, within Mexican territory, either owned by the Insured or any of the Insured's family members living permanently with the Insured, and while being carried or worn by any of the above.

Excluded Property

In addition to the property excluded as provided in Clause 1st of the General Conditions, the Company shall in no event be liable for loss or damage to:

- a) Cash, securities and other negotiable or non-negotiable instruments.**
- b) Firearms, bladed weapons, tension-powered weapons or projectiles.**
- c) Property owned by employees.**

Insured Perils

Coverage is provided by this section against loss or damage caused by violent theft, any attempt thereat or robbery, it being understood as theft perpetrated by using force or violence either moral or physical upon the persons carrying the insured property, while such property is in the Insured's possession and provided that loss occurs out of the home insured by the Policy.

Excluded Perils

In addition to the perils excluded as provided in Clause 2nd of the General

Conditions, the Company shall in no event be liable for damage caused to the insured property either directly or indirectly by or as a consequence of the following:

- a) Loss or damage occurring inside the home insured by the Policy.**
- b) Loss of or damage to property on board any sea or air means of conveyance during loading and unloading operations (except for property carried as hand baggage by the Insured or the Insured's family members).**

Indemnity

In the event of damage to insured property, the Company will pay the amount of damage up to the Sum Insured agreed under this coverage, but not to exceed the replacement cost of property at the time of loss or the claimed value according to the documents submitted, whichever is lesser.

Where damage is caused by the occurrence of any loss to property such as art objects, sporting goods or computer equipment, paintings, rugs, sculptures, tapestries (gobelinos), crystal objects, dinnerware, porcelain, folding screens, photography or video equipment, filming equipment, fishing or golf gear, musical or precision instruments, antiques, articles difficult or impossible to replace, jewelry, gems watches, collections and rare objects or fine arts, which value per unit, set or pair is greater than 500 UMA, proving the preexistence and value of such property will be required, if the Insured claims a greater amount.

If the value of such property per unit, set or pair is greater than 2000 UMA, declaring such property in the Policy as of the contracting date will be required or, if acquired thereafter, such declaration will be made by means of endorsement. If property is not declared as above stated and is damaged by a loss, indemnity payment will be limited to 2000 UMA, even if a greater value and preexistence of property are proven.

The Company shall in no event be liable for loss or damage greater than the proportion that the Sum Insured of this coverage bears to the actual cash value of the insured property at the time of such loss or damage.

In case that the insured property consists of a pair or set, indemnity payable by the Company shall in no event be greater than the actual cash value of the part or parts lost or damaged, without considering any special value the property may have by reason of forming an integral part of the pair or set.

3.3 Cash and Securities

Insured Property

Coverage is provided for cash, either in specie or bank notes, securities and other negotiable and non-negotiable instruments, such as bills of exchange, promissory notes, checks, shares; financial, mortgage or savings bonds and mortgage certificates either owned by the Insured or any of the Insured's family members living permanently in the insured home, but not to exceed the insurable interest they may have on such property.

Excluded Property

In addition to the property excluded as provided in Clause 1st of the General Conditions, the Company shall in no event be liable for loss or damage to:

- a) Property in buildings without appropriate security means (iron grates, locks, security latches, etc.) installed in doors, windows or skylights to prevent**

direct access to the building, except by using violence from outside.

b) Checks, promissory notes, bills of exchange, order for withdrawal of funds or property, in the event that such instruments are cashed by signature forgery.

c) Property owned by employees.

Insured Perils

The following perils are covered under this section:

- a) Within the insured home, in a safe or in the custody of any permanent occupant of the insured home:
 - 1. Robbery or any attempt thereof by using force or violence either moral or physical upon persons.
 - 2. Burglary, provided that it is committed by any person or persons using violence from outside the insured home and leaving visible signs of violence at the place of forced entry. In like manner, whether the Insured has a safe, the safe door must be equipped with combination lock and violence must be used to open it, leaving visible signs of violence.
 - 3. Property damage to the building or safe as a consequence of burglary, attempted burglary, robbery or attempted robbery, leaving visible signs of physical force or violence.
 - 4. Fire and/or explosion causing loss or damage to the building or safe.
- b) Outside the insured home, in transit while in the possession of:
 - 1. The Insured or any of the Insured's family members living permanently in the insured home.
 - 2. Any of the Insured's household workers to carry any activity usual to the insured home.

Coverage is also provided against physical loss or damage to the insured property as a consequence of:

- 1. Violent theft or Robbery or any attempt thereof which is understood as theft of insured property committed by using force or violence, either moral or physical, while the insured property is in the Insured's possession.
- 2. Physical disability of the person carrying the insured property due to sudden illness or as a result of an accident rendering such person unconscious or producing bodily injury or death to such person.
- 3. Accident involving the vehicle carrying the insured property caused by explosion, collision, fire, lightning, falling or derailment and collapse or breakage of buildings.

Excluded Perils

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

- a) Strikers or persons taking part in labor disturbances, riots or vandalism during the occurrence of such acts.**

Indemnity

In the event of damage to insured property, the Company will pay the amount of damage up to the Sum Insured agreed under this coverage.

With respect to payable or order bonds that may be lawfully cancelled and replaced, the Company's liability will be limited to reprinting costs, court costs, fees of experts and attorneys involved in the cancellation and replacement of the bonds impaired by any peril covered by this Policy, provided that such costs and fees do not exceed the bond value, in which case, the Company's liability will be limited to such value.

The Company shall in no case be liable for securities amounting a sum greater than the actual cash value of such securities at the close of business in the Mexican stock market on the date of loss. When it is not possible to determine the exact date of the loss, the liability of the Company will not exceed the actual cash value of said securities on the day preceding the day the loss was discovered.

The deductible and coinsurance, where applicable to coverage under this Burglary section, are indicated in the schedule of locations of the Policy.

4. Loss of Income resulting from death or total and permanent disability

Insured Perils

This section provides coverage against loss of basic family income as a result of death or total and permanent disability, whichever occurs first, of the Insured Policyholder, who is covered in the Policy.

For the purposes of this Policy, Total and Permanent Disability shall be defined as:

- a) The inability, as a result of an illness or accident, to earn by his/her regular work a remuneration greater than 50% of his/her provable income earned during the last working year.
- b) The total loss of the capacities and skills of a person as a consequence of an illness or accident preventing him from performing any job for the rest of his/her life.
- c) The total and irreparable loss of sight in both eyes, or loss of use of both hands or both feet, or the combined loss of a hand and a foot, or of a hand and the sight of one eye, or of a foot and the sight of one eye.

Age Limits

The minimum age limit stipulated by the Company for the Insured Policyholder regarding this coverage is 18 years old and the maximum is 64 years old.

Indemnity

The indemnity for this coverage shall be payable to the Beneficiary so specifically appointed in the Policy.

Total and Permanent Disability

In order to determine the state of total and permanent disability, the Contracting Party or the Insured should provide the Company with the original report of total and permanent disability certified by a specialized institution or physician with professional license, as well as all medical exams, analysis and supporting documents. Should there be controversy as to the origin of the state of total and permanent disability, such documents shall be analyzed by a specialized physician certified by the Board of Occupational Medicine, who will be chosen by the Contracting Party or the Insured from those physicians previously appointed by the Company for such effects. Should such state of total and permanent disability be justified, the Company will be liable as set forth in the terms herein

stipulated.

If during the term of this coverage, the Insured should become totally and permanently disabled, the Sum Insured shall be paid by the Company in a lump sum in force at the time of reporting the state of total and permanent disability.

The benefit for this coverage shall not payable if the state of total and permanent disability is diagnosed prior to the inception date of this policy.

If Total and Permanent Disability coverage indemnity payment is made, the Death coverage shall cease and the unearned premium shall be returned to the Insured.

Death

The corresponding Sum Insured shall be paid by the Company in a lump sum upon receiving evidence of the claimants' rights and facts that justify the application of the payment derived from such coverage. Such evidence must be original documents or certified copies of the Death Certificate, Policy stating the Appointment of Beneficiaries and Official Identification with photo.

The unearned annual premium or the portion thereof that has not been paid and any debt deriving from this contract shall be deducted from the corresponding loss settlement.

Exclusions:

Notwithstanding provisions in Clause 2nd Perils Excluded from the General Conditions of the Policy, the following exclusion will apply only to this coverage:

a) Suicide or the attempt thereat:

In case of total and permanent disability or death of the Insured as a consequence of suicide or the attempt thereat occurring within the first two years of continuous coverage by this insurance contract, by any cause whatsoever and any mental or physical state of the Insured, the Company shall return only the amount of the unearned net premium from the date of reporting the total and permanent disability or the death.

In case of reinstatement, additional increase of Sum Insured and/or inclusion of additional coverages that are not stipulated in the original contract, the two-year period referred to above shall commence from the date of Policy reinstatement, acceptance by the Company of increase of Sum Insured or inclusion of additional coverages.

Cancellation

The total and permanent disability coverage shall be automatically cancelled on expiration of the policy year in which the Insured turns 65 years old.

No Restriction

This section shall be subject to no restriction by virtue of the type of life, residence or trips of the Insured.

Appointment of Beneficiaries

The Insured is entitled to appoint or change the Beneficiaries without restraint, by means of written notice to the Company.

If such notice is not timely received, the Company shall pay the Death benefit to the last known Beneficiary and be released from any further contractual obligations in the Policy.

The Insured, at his/her option, may waive this right, by making an irrevocable appointment that will be made known to Company and to the Beneficiary and that will be placed on record in the policy by the Company and will be the only evidence pursuant to the terms of Article 176 of the Insurance Contract Law (Ley sobre el Contrato del Seguro).

The insurance amount will be paid to the Insured Policyholder's succession in law when there is no appointed Beneficiary and also in case that the Beneficiary dies before or at the same time as the Insured, but the Contracting Party has not made the new appointment, Should there be several Beneficiaries and one of them dies, the respective percentage of Sum Insured shall be equally distributed to the survivor Beneficiaries, unless otherwise stated by the Contracting Party.

Age

For purposes of this Insurance Contract, the actual age of the Insured is construed to be the number of years attained on the inception date of the Policy.

The age limits established by the Company for this coverage are eighteen (18) to sixty four (64) years old.

In case it is proven that Insured's age reported is not accurate, the contract may not be terminated by the Company, unless the actual age on the execution date of the contract falls out of the age limits established by the Company, in which event, the mathematical reserve of the contract on the termination date will be returned to the Insured.

5. Conditions applicable to Assistance Services

This coverage provides Assistance Services to the insured home and Beneficiaries through assistance services. The Assistance Company's maximum limit of liability is detailed in each of the Assistance Services described below:

The Beneficiaries of such services shall be the Insured or any member of the Insured's family permanently living at the insured home.

Such assistance services shall be provided 24 hours a day, 365 days a year, **except for Vehicle Procedures (business hours), Education Assistance and PC Assistance (8:00 a.m. to 8:00 p.m.).**

The Territorial Limit for the provision of such services will be Mexico, **except for Safeguarding of documents and property in the event of theft and travel Assistance in Mexico and abroad, in which case, the territorial limit shall be worldwide.**

The number of telephone advices is unlimited, **except for PC Assistance, in which case, 24 events a year are covered at no cost to the Beneficiary.**

For reimbursement purposes, the Beneficiary or person designated by him/her should submit the voucher(s) (or invoice) proving the expenses so incurred.

5.1 Technical Assistance at home

a) Emergency Assistance at home

In case of an emergency, the Assistance Company will send to the Beneficiary's home a service provider specialized either in plumbing, locksmithing, brickwork, glassworks or others in order to repair the defect at the insured home. This coverage shall only apply in case of

emergency and to prevent accidents against the safety of the insured home or its occupants, such as:

1. Water spillage from the installations of the insured home, both in supply pipes and drains, which may cause permanent stains in walls and/or ceilings or serious permanent damage to floors, rugs, and furniture in the insured home.
2. Leaks in gas installations of the insured home that cannot be controlled by a shut-off valve.
3. Short circuit in any of the installations of the insured home and that as a consequence thereof could cause a fire in the insured home.
4. Breakdowns blocking the closing of street doors and/or street windows.
5. Glass breakage of any street windows or street doors.
6. Forgetting or neglecting to carry the keys that allow access to the insured home.

Coverage is provided for up to four events a year, subject to a limit of 20 UMA per event. If the emergency service exceeds this limit, the difference will be for account of the Beneficiary.

If the Assistance Company fails to appoint a service provider in case of an emergency, the Insured may immediately hire the required service provider for the purpose of reducing and/or preventing and/or controlling the scope of damage likely to result, in which case, the Beneficiary may ask for reimbursement of the expenses incurred up to the limit and number of events above mentioned.

b) Contact with service providers for home maintenance

At the request of the Beneficiary and for his/her own account, the Assistance Company will connect the Beneficiary by telephone to the service providers specialized either in plumbing, locksmithing, brickwork, glassworks or others. All fees and expenses incurred shall be for the account of the Beneficiary at preferred pricing.

5.2 Funeral Assistance

This assistance service includes:

a) Legal Advice to obtain permit and official authorization for the burial or incineration of the Beneficiary

The Assistance Company will provide Legal Assistance to a family member or Representative of the Beneficiary through a Lawyer in order to obtain permit and official authorization for the burial or incineration of the Beneficiary and will also arrange procedures before the Forensic Medical Board or the Public Prosecution office for the purpose of getting Medical Certificate of Death and/or Death certificate.

b) Funeral Services for the Beneficiary

The Assistance Company will provide funeral services, such as corpse transport to the funeral agency or transport home, cremation services and ash caskets, coffins, dressing and arrangement of the deceased, embalming and bus transport for companions. Such services are limited to one event a year and up to 250 UMA. Any amount in excess of this limit for funeral services, if any, shall be for account of the Beneficiary.

Should other events take place during the policy year, the Assistance Company shall only

arrange the funeral services, but expenses shall be for account of the Beneficiary.

5.3 Medical Assistance

This assistance service includes:

a) Emergency Medical Transport

Coverage is provided for two events a year on land ambulance without cost limit, but should an air ambulance be necessary, the limit shall be USD 7,000. If the air ambulance service exceeds the limit, the difference shall be for account of the Beneficiary.

b) Scheduled Ambulance

The Beneficiary will be entitled to a scheduled ambulance in the following cases: Programmed Surgery, Discharge after Surgery, Medical Consultation, Therapy or Inter-Hospital Transfer of patients for which the Assistance Company medical team needs to coordinate with the treating physician to evaluate the need of an ambulance. Coverage is provided for two events a year without cost limit.

c) Medical Reference

The Beneficiary will have access to the Assistance Services Medical Network in order to make an appointment with a General Practitioner or Medical Specialist, either by telephone or Internet. In this Medical Network, the Beneficiary will also find laboratories, imaging centers, optical stores, nurses and clinics.

Medical references shall be at no cost for the Beneficiary. Fees of professionals or medical institutions shall be for account of the Beneficiary at preferred pricing in most instances.

d) Telephone Medical Advice

At the request of the Beneficiary, the Assistance Services Medical Team shall give the Beneficiary telephone advice on minor health issues or questions about: the use of medicines, symptoms or ailments sustained by the Beneficiary. The Assistance Company Medical Team shall give no diagnosis, however, at the request of the Beneficiary, shall arrange a physician home visit (the cost of which will be for account of the Beneficiary) or make an appointment with a physician or hospital center and/or send an ambulance.

e) Physician Home Visits

At the request of the Beneficiary, the Assistance Company will arrange the home visit of a General Practitioner to the Beneficiary's Permanent Residence or wherever he/she is at the time of requesting such service.

The physician home visit shall be for account of the Beneficiary.

The Assistance Company shall not be liable for omissions of the Beneficiary or if he/she fails to strictly abide by the instructions given by the physician or medical institution.

5.4 Legal Assistance

This assistance service includes:

a) Telephone Legal Advice

The Assistance Company will provide the Beneficiary with Telephone Legal Advice of any kind.

b) Lawyer References

The Assistance Company will make available to the Beneficiary references on Lawyers. The fees and expenses incurred in hiring such professionals shall be for account of the Beneficiary.

5.5 Safeguarding of Documents and Property in the event of Theft

This assistance service includes:

a) Telephone Legal Advice to recover documents and personal effects lost or stolen

In the event of theft or loss of documents or personal effects, the Assistance Company will provide the Beneficiary Telephone Legal Advice on any procedure required before authorities to safeguard his/her property.

b) Lawyer References

The Assistance Company will make available to the Beneficiary references on Lawyers. The fees and expenses incurred in hiring such professionals shall be for account of the Beneficiary.

5.6 Vehicle Procedures

This assistance service includes:

a) Vehicle procedures advice

The Assistance Company will provide the Beneficiary Telephone Legal Advice on vehicle procedures.

b) Vehicle procedure representative References

At the request of the Beneficiary, the Assistance Company will make available to him/her references on Representatives Specialized in vehicle-related administrative procedures. Fees and expenses incurred in hiring such professionals shall be for account of the Beneficiary.

5.7 Travel assistance for trips less than 60 days within Mexico and abroad

This assistance service includes:

a) Trip Ticket in the event of Death of the Beneficiary

In the event of death of the Beneficiary beyond 200 km. from home, the Assistance Company will make available to a family member or representative a round-trip ticket, economy Class, with origin in the city of Residence and destination at the place where death occurs, either in Mexico or abroad. This service provides coverage for one event a year.

b) Trip Ticket in the event of Hospitalization of the Beneficiary

In the event of hospitalization of the Beneficiary expected to exceed five days as a result of an Accident or Illness occurring after commencement of the Trip or during a Trip beyond 200 km from home, the Assistance Company will arrange and make available to a person appointed by the Beneficiary a round-trip ticket, economy class, with origin in the city of Residence to stay by his/her side. This service provides coverage for one event a year.

c) Accommodation Expenses for a Relative in the event of Hospitalization of the Beneficiary

In the event of hospitalization of the Beneficiary expected to exceed five days as a result of an Accident or Illness occurring after commencement of the Trip or during a Trip beyond 200 km from home, the Assistance Company shall arrange, coordinate and pay accommodation

expenses of the appointed person to stay by his/her side. Coverage is provided for one event a year, up to a maximum of 20 UMA per night, during 5 (five) nights. Should accommodation expenses exceed the expenses covered, the difference shall be for account of the Beneficiary.

d) Dispatch of Medication

In the event that the Beneficiary is travelling beyond 200 km from home and forgets his/her medication, or such medication is not available locally where the Beneficiary is located and is prescribed by his Medical Practitioner, the Assistance Company shall contact any person appointed by the Beneficiary to furnish the Assistance Company such medication so that it is dispatched whereto the Beneficiary is located. The Beneficiary shall bear the cost of medicine; the cost of dispatch shall be for account of the Assistance Company.

e) Forced Return in the event of Death of a first-degree Relative

In the event that the Beneficiary is travelling beyond 200 km from home and has to return before scheduled date due to death of any first-degree relative, the Assistance Company shall coordinate the return of the Beneficiary to the city of residence. Coverage is provided for one event a year, limited to 100 UMA for a ticket, economy class. The difference of the ticket, if any, shall be for account of the Beneficiary.

5.8 Elder Care Assistance (65-year old or older persons)

This assistance service includes:

a) Nutritional Counseling

The Beneficiary will have telephone access to a nutrition guide for elderly people.

b) Medical Reference

The Beneficiary will have access to the Assistance Services Medical Network in order to make an appointment with a General Practitioner or Medical Specialist, either by telephone or Internet. In this Medical Network, the Beneficiary will also find laboratories, imaging centers, optical stores, nurses and clinics.

Medical references shall be at no cost for the Beneficiary. Fees of professionals or medical institutions shall be for account of the Insured at preferred pricing in most instances.

c) Telephone Medical Advice

At the request of the Beneficiary, the Assistance Services Medical Team shall give the Beneficiary telephone advice on minor health issues or questions about: the use of medicines, symptoms or ailments sustained by the Beneficiary. The Assistance Company Medical Team shall give **no diagnosis, however, at the request of the Beneficiary, shall arrange a physician home visit (the cost of which will be for account of the Beneficiary) or make an appointment with a physician or hospital center and/or send an ambulance.**

The Beneficiary may schedule his/her medical appointments by telephone or Internet. The Assistance Company Medical Team will contact you to provide appointment reminders.

5.9 Educational Assistance

This assistance service includes:

a) Telephone Educational Reference

The Assistance Company will make available to the Beneficiary telephone advice to get

educational material, books, information on schools, private remedial teachers references, school procedures, school calendar, discounts in stationery stores and dispatch of newsletters issued by official education institutions. The cost of material and dispatch of such material shall be for account of the Beneficiary. The maximum level to receive such benefit is Senior High School or equivalent grade.

5.10 PC Assistance

This assistance service includes:

a) Telephone PC Assistance

The Assistance Company will provide the Beneficiary Phone PC Support as respects minor configurations, virus problems, standard applications, either by telephone or Internet.

b) Computer Technician at Home

If required by the Beneficiary, he/she may request home assistance of a technician. All fees and expenses incurred for the services provided by such technician shall be for account of the Beneficiary.

5.11 Youth Guidance

This assistance service includes:

a) Telephone Psychological Assistance

Telephone Assistance to the Beneficiary requesting advice, guidance or counseling as respects problems, such as the use of drugs, certain behaviors, etc.

5.12 Accommodation

This assistance service applies only when the Beneficiary has acquired the Extra Expense coverage in the Policy.

a) Accommodation due to events covered by the Policy

Should the Extra Expense coverage be agreed, the Assistance Company will arrange and pay accommodation at the hotel closest to the Beneficiary residence when due to the occurrence of an event covered in the Policy, the Beneficiary cannot stay at the insured home. The hotel expenses paid by the Assistance Company shall be limited to the Extra Expense coverage Sum Insured.

b) Accommodation due to Unforeseen Events

The Assistance Company will arrange and pay accommodation at the hotel closest to the Beneficiary residence when due to the occurrence of an event of force majeure or major maintenance, the Beneficiary cannot stay at the insured home. The maximum limit shall be three nights accommodation up to 20 UMA per night. The difference of the hotel service if any shall be for account of the Beneficiary.

5.13 Pet Assistance (dogs and cats only)

a) Telephone Veterinary Assistance

Telephone Assistance to the Beneficiaries requesting veterinary advice and special instructions on pet-related issues, such as references of clinics, veterinarians and schools at preferred pricing, as well as assistance in finding lost pets, transportation, pet care, cremation or burial, registration and legal advice.

b) Veterinarian Home Visit

If required by the Beneficiary, he/she may request home assistance of a veterinarian at

preferred pricing. Fees of veterinarians shall be for account of the Beneficiary.

5.14 Obligations of the Beneficiary Regarding Assistance Services

Request for Assistance

If an assistance situation should arise and before any action is taken, the Beneficiary or his/her Representative shall make a call to the Assistance Services providing the following information:

- a) Name and insurance Policy number.
- b) Description of the problem and type of assistance required.
- c) Address and telephone number where the Beneficiary or his/her Representative may be reached by Assistance Services, and all related information requested by the assistance representative.
- d) The Beneficiary shall request to the Assistance Services representative his/her name and report number.

The Assistance Services Medical Team shall have free access to examine the Beneficiary's home and his/her clinical history to evaluate the situation and if such access is denied, Assistance Services shall be relieved of their obligation to provide assistance services.

Using **Assistance Services** implies consent with the Program agreed.

Impossibility to Request Assistance Services

The above mentioned services become the sole obligation of Assistance Services, and only in case of absolute urgency or impossibility to request such services by the Beneficiary, in the terms described, or to render such services by the Assistance Company, the Beneficiary may request services directly to Third Parties. If this should be the case, Assistance Services, based on the provisions outlined below, should reimburse the Beneficiary all sums spent up to the limit stated for each service, provided that the costs of agreed services correspond to costs in the market.

In order for the Assistance Services to reimburse expenses incurred, the Beneficiary should submit the expense vouchers describing the service rendered by the third party service provider.

a) When life is in danger

In situations where life is in danger, the Beneficiary or his/her Representative must always act diligently to organizing the transport of the injured or sick person to the hospital closest to the place where the accident or illness occurred, with the most immediate and appropriate measures or taking the most reasonable steps, and as soon as practicable contact Assistance Services in order to report the situation within a period no greater than 15 calendar days following the accident or illness occurrence.

b) Use of a land ambulance without previous notification

In case of personal accident, car accident or illness which makes necessary the urgent use of a land ambulance and makes impossible to give notice to Assistance Services, the Beneficiary or his/her Representative must contact Assistance Services at the latest 15 calendar days following the personal accident, car accident or beginning of the illness, unless force majeure. The Beneficiary

shall request to the Assistance Services representative his/her name and report number.

If such notification is not made, Assistance Services shall consider the Beneficiary responsible for the costs and expenses incurred.

5.15 Assistance Service Exclusions

- 1) The assistance situations occurring during trips or vacations taken by the Beneficiaries against orders of the family physician, either within Mexico or abroad.**
- 2) The assistance situations occurring during trips of over 60 days within Mexico or abroad.**
- 3) Except for provisions set forth in the paragraph referring to the impossibility to request Assistance Services, the Beneficiaries will not be entitled to any reimbursement for Assistance Services arranged, agreed and paid on their own account.**
- 4) Also excluded herefrom are those assistance situations that are direct or indirect consequence of:**
 - a) Strikes, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), rebellion, civil war, insurrection, military uprisings, protests, riots, radioactivity or any other cause of force majeure.**
 - b) The radiation originating from nuclear transmutation or nuclear disintegration, radioactivity or any type of Accident caused by nuclear fuel.**
 - c) Illness, Accident or Damage attributable to extreme natural phenomena, including but not limited to flood, earthquake, volcanic eruption and cyclonic tempest.**
 - d) Self-inflicted injuries or the participation of the Beneficiary in criminal acts.**
 - e) The practice of sports as a professional; the participation in official competitions and exhibitions.**
 - f) Any pre-existing, chronic or recurring Illness. Convalescence thereof shall be considered part of the Illness and any illness suffered, diagnosed or known by the Beneficiary, if symptoms and/or signs had not gone unnoticed before commencement of any trip within Mexico or abroad and/or any increase of hazard will also be excluded.**
 - g) The medical transport of and assistance during trips to pregnant women, either within Mexico or abroad within the last three months of pregnancy before the “expected date of delivery”.**

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- h) **Suicide or Illnesses and injuries resulting from attempted suicide.**
 - i) **Death or injuries resulting directly or indirectly from malicious intent or bad faith committed by the Beneficiary.**
 - j) **The Assistance situations by which the Insured and/or the Beneficiary obtains a gain.**

III. General Clauses

Clauses mentioned below do not apply to the Loss of Income resulting from Death or Total and Permanent Disability Coverage:

- 1. Excluded Property.**
- 2. Territorial Limit.**
- 3. Increase of Hazard.**
- 4. Safeguarding or Recovery Measures.**
- 5. Documents, Data and Information to be Submitted to the Company in the Event of Loss.**
- 6. Sum Insured.**
- 7. Indemnity.**
- 8. Reduction and Reinstatement of Sum Insured in the Event of Loss.**
- 9. Subrogation Rights.**

All other clauses of these General Conditions apply to all coverages:

1. Excluded Property

The Company shall in no event be liable for loss of or damage to the following property owned by the Insured.

- a) **Buildings or structures and the contents thereof for purposes other than housing.**
- b) **Dikes, piers, jetties, natural reservoirs, channels, wells, tunnels, bridges, floating equipment and floating installations.**
- c) **Buildings or structures and the contents thereof, in course of construction, reconstruction, assembly or disassembly.**
- d) **Distribution and/or transmission lines.**
- e) **Gold and silver ingots, unset precious stones.**
- f) **Docks and/or any kind of property that is wholly or partially on or under water.**

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- g) Aircraft, watercraft, spacecraft, satellites and any other self-propelled vehicle with license or license plate to travel or sail.
 - h) Standing crops.
 - i) Equipment and apparatus that have been soldered, patched in any way, or repaired provisionally.
 - j) Removable parts and filters.
 - k) Manuscripts, plans, sketches, drawings, patterns, models or molds.
 - l) Collections of assorted coins and/or precious metals.
 - m) Live animals, farm animals, aquaculture, excepting pets such as dogs and cats.
 - n) Running water and rivers.
 - o) Buildings in course of demolition.
 - p) Lottery tickets, sports lottery tickets, instant lottery tickets and in general, those gambling-related properties.
 - q) Any kind of contents or properties for business and profit purposes that are related to the profession, occupation or business of the Insured and any family member.
 - r) Motor vehicle emissions test stickers.
 - s) Phreatic and/or stagnant water.
 - t) Nuclear waste.
 - u) Soil and land.
 - v) Golf courses.

2. Excluded Perils

The Company shall in no event be liable for loss of or damage resulting from:

- a) Preexistent loss or damage as of inception date of this insurance, with or without knowledge of the Insured.
- b) Theft, robbery or breach of confidence by workers at the Insured's service or persons for whom the Insured is civilly liable, as well as members living in the insured home.
- c) Non-violent theft, disappearance, larceny, pilferage, looting or misplacement.
- d) Kidnapping or Extortion, as defined in the Definitions section.
- e) Deficiencies in construction or design or due to lack of maintenance of the

property, subject matter of insurance.

- f) **Underground or phreatic water causing seepage through the foundation of floors or walls or the cracks of such foundation or walls.**
- g) **Settlement, contraction, subsidence, ground heave, collapse, landslide, expansion or cracking of the insured property.**
- h) **Destruction, expropriation, requisition, confiscation, seizure or detention of property by acts of any authority legally recognized by virtue of its duties as such.**
- i) **Contraband or smuggling.**
- j) **Errors, deficiencies and/or defects in any kind of service property undergoes, such as: repairs, maintenance, cleaning, restoration, alteration, modification, renovation, among others.**
- k) **Lack, insufficiency, shortage or reduction of water, gas, electricity, driving force, heat, steam refrigeration, fuel or energy supplied by public utilities, even when such failure results from acts of God or force majeure.**
- l) **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.**
- m) **Smoke or soot from chimneys, industrial or home equipment found in the premises of the Insured, when such equipment lacks smoke flues or chimneys.**
- n) **Wetting, dampness or its consequences as a result of seepage due to faulty design or construction of roofs, walls or floors, fissures or cracks of foundations or retaining walls, unless directly resulting from Earthquake and/or Volcanic Eruption occurring during the Policy period in case of purchasing this coverage, wrong application or faulty waterproof materials, lack of roofs, doors, windows or walls or openings thereon or faulty construction thereof.**
- o) **Assembly, disassembly, installation, repair and/or reconstruction, except enlargement, remodeling and/or fitting.**
- p) **Sewer backup; lack, insufficiency, blockage, deficiency, breakage or any other damage caused to drainage systems, whether in the Insured's premises or not.**
- q) **Nuclear reaction, nuclear radiation or radioactive contamination.**
- r) **Any actual or alleged liability for any claim or claims regarding losses directly or indirectly arising out of, resulting from, as consequence of asbestos or any material containing asbestos in any form or amount whatsoever.**
- s) **Use, wear and tear, fatigue, gradual deterioration and/or deformation, scratches,**

scrapes or other surface defects and other flaws in the material which the insured property is made of, caused by normal use or inadequate operation of equipment, contamination, corrosion, rusting, erosion, evaporation, leakage, escape, changes in temperature, loss of weight, quality, texture, finishes, shrinkage, scaling, corrosive gases, soot, decay, fermentation, inherent vice, latent defect, dampness, dryness or any other desiccation or heating process undergone by the property, unless the damage is caused by any of the insured perils.

- t) Natural action of tide.
- u) Plagues and predators.

3. Excluded Expenses

The Company shall in no event be liable for:

- a) Expenses incurred by the Insured as a consequence of any peril covered by this Policy for rewards and/or extra benefits awarded to the Insured's employees or for fees to technicians whose services have not been authorized by the Company.
- b) Environmental decontamination or clean-up expenses (from land, subsoil, air, water).
- c) Additional expenses resulting from the need or want of the Insured to build or replace the damaged property at a place other than the place occupied by the damaged property at the time of loss.
- d) Additional expenses resulting from the enforcement of any municipal, state or federal law or regulations governing the construction, reconstruction, repair, replacement or demolition of the damaged property.
- e) Research expenses or those necessary to replace or restore accounting books, blueprints, maps and files (including tapes, films, records or any other magnetic record for electronic processing) that have sustained damage or destruction by any of the insured perils.
- f) Fines, penalties or expenses incurred by the Insured imposed by any legal authority, court, or governmental office under laws, regulations or contracts involving third parties.

4. Attachment and Expiration of Policy Period

The Policy period shall attach and expire on the dates shown in the Policy, at 12:00 noon at the place where the insured property is located.

5. Territorial Limit

Unless otherwise agreed, this Policy will only cover loss and/or damage sustained by persons and property insured according to the agreed coverages and the expenses incurred therefor, whether

payable or not as per provisions set forth in the General Conditions of this Policy, within the Mexican territory.

6. Increase of Hazard

The Insured must notify in writing to the Company within 48 hours after having knowledge and within the term of this insurance of any facts or actions that modify the features of the risk on the inception date of the policy and that result in an essential increase of hazard.

Should the Insured fail to give notice thereof or provoke facts or actions that cause an essential increase of hazard, and such increase of hazard contributes to the occurrence of the loss or to the increase of indemnity by the Company, the liability of the Company shall cease in full thereafter.

In case of any essential increase of hazard, the Company will notify the Insured in writing the following:

- a) Coverage rescission, indicating that Company's liability shall cease 15 days following such notification. Any claim arising out of the increase of hazard during this period shall be excluded; or
- b) The granting to the Insured of a period to correct such increase of hazard. Failure of the Insured to correct the increase of hazard within such period by any cause other than an Act of God or force majeure will render this insurance contract terminated, in the terms of the above paragraph; or
- c) Continuation of insurance until expiration of the policy period, subject to modifications to the terms and conditions of the insurance contract.

7. Deductible and Coinsurance

The deductible and/or coinsurance indicated in the schedule of locations of the Policy establish the participation amount by the Insured in each loss with respect to each insured peril.

Coinsurance will apply to the loss payable after deducting the deductible.

8. Other Insurance

It is binding on the Insured to give written notice to the Company of all insurance he/she has purchased before inception of this policy or during the term of insurance, covering all or part of the same property against the same perils either in this line of insurance or other; indicating the name of the Insurance Companies and Sums Insured.

Insurance contracts referred to in this clause and executed in good faith on the same or another date for a total Sum Insured greater than the insured interest value shall be valid, concurrent and binding on each Insurance Company in the same proportion to the sums insured respectively until completing the full amount of damage sustained.

The Company paying as above may file claim against all other Insurance Companies for the recovery of the amount in the proportion of the respective sums insured.

Should the Insured intentionally omit to give the advice stipulated in this clause or if he/she purchase several insurances to obtain illicit gain, the Company shall be relieved of its obligations.

9. Safeguarding or Recovery Measures

Upon becoming aware of any loss arising from any peril insured by this policy, the Insured will be obliged to take all necessary measures to prevent or minimize the 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 this obligation may affect the Insured's rights in the terms of Article 115 of the Insurance Contract Law.

When the Insured, for the purpose of safeguarding the Insured property against loss or damage, moves the Insured property to any building, property or premises not mentioned in the Policy, so said property continues to be covered at the new location, he/she should give written notice thereof to the Company within five business days thereafter.

10. Notice of Loss

Upon the occurrence of any loss likely to result in indemnity payment under the terms of this insurance, it shall be binding on the Insured to give the Company notice by the fastest means of communication and written confirmation, within the following five business days after having knowledge thereof.

Failure to give such prompt notice may cause indemnity payment to be reduced to the amount that would have originally been paid had prompt notice been given to the Company, except in case where the Insured proves that such delay was due to an Act of God or Force Majeure, in which event, notice should be given by the Insured once such circumstance ceases.

Unless the Company gives instructions to the contrary, the Insured will keep all damaged and defective parts for the period of time so indicated and will have them available so that the Company's expert may examine them at any time.

In case damage to the Insured property is caused by third parties, the Insured, in compliance with provisions set forth herein must not reach any agreement without the Company's prior consent and authorization as respects the liability resulting from such damage.

Timely notice and information provided by the Insured to the Company or its representatives as well as the assistance provided by the Company to the Insured in ascertaining the loss shall in no event be construed as acceptance of liability by the Company.

11. Measures that may be taken by the Company in the Event of Loss

In case of loss that destroys or damages the insured property and while the corresponding indemnity amount has not been definitely determined, the Company may:

- a) Enter the premises of the Insured where loss occurred in order to determine the cause and extent thereof.
- b) Have the property examined, classified and appraised, wherever located, but in no case shall the Company be obliged to undertake the sale or settlement of the property or of the remains thereof, nor shall the Insured have the right to abandon such property to the Company.

12. Documents, data and information to be submitted to the Company in the event of loss

The Insured is required to prove the preexistence of the property, as well as the accuracy 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, for which the circumstances and consequences of the loss occurrence may be determined. For the purpose of expediting the loss procedures, the Insured shall furnish the Company the following documents and data, and also all documents and information specified for each section:

- a) A statement of 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 of property at the time of loss.

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- b) All purchase and sales notes, sales receipts, invoices, appraisal certificates or any other documents supporting the claim.
 - c) 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 participated in the investigation.

13. Sum Insured

The Sums Insured stated in the Policy are neither proof of the existence nor the value of the property, subject matter of insurance; such sums only stipulate the Company's maximum liability fixed by the Insured in the event of loss for physical loss or damage for each agreed coverage, including all increases and/or reductions of sums insured made during Policy Period.

14 Indemnity

The Company agrees that all sections of this Policy shall operate on a First Loss basis.

In the event of loss, which is understood as the occurrence of an event foreseen in the contract, and giving rise to the indemnity payment, the Company may choose to replace or repair the damaged, lost or injured property at the Insured's satisfaction, or pay in cash the value thereof at the time of loss, but not to exceed the Sum Insured in force corresponding to the coverage affected.

The Company will apply the Deductible or Coinsurance as established in the Policy, as well as the Salvage value in case that the Salvage is retained by the Insured.

The maximum liability of the Company in respect of one or more losses occurring during the Policy period shall not exceed as a whole the Sum Insured corresponding to the involved coverage.

15. Reduction and Reinstatement of Sum Insured in the Event of Loss

All indemnity payment made by the Company will reduce the Sum Insured involved in a loss accordingly; but such sum may be reinstated prior consent of the Company and at the request of the Insured upon payment of the corresponding additional premium.

16. Arbitration

Should there be a disagreement between the Insured and the Company as to the cause, payment or non-payment or adjustment of loss, the matter shall 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 shall be named, one appointed by each party, within 10 business 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 shall name an umpire in case of disagreement.

Should one of the parties refuse to name its 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 or National Commission for the Protection and Defense of Users of Financial Services (CONDUSEF, by its initials in Spanish - Comisión Nacional para la Protección y Defensa de los Usuarios de Servicios Financieros), upon request of any of the parties or of both parties, shall appoint the arbitrator, the umpire or both, if necessary.

The death of one of the parties, if a physical person, or its dissolution, if a corporation, occurring during the arbitration shall 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 or become disabled to perform his/her duties before judgment is awarded, a new arbitrator shall be appointed by the corresponding entity (the parties, the arbitrators, the Judicial Authority or the CONDUSEF) to act in his/her substitution.

The expenses and fees arising from the arbitration shall be borne in equal parts by the Company and the Insured, but each party shall 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 cause, origin or loss adjustment that the Company may eventually be obliged to pay, both parties being free to execute any actions and oppose the corresponding exceptions.

17. Fraud, Malicious Intent or Bad Faith

The Company's obligations shall cease if the Insured, the Beneficiary, successors, representatives or attorneys of any of them:

- a) Fail to give prompt notice of loss for the purpose of preventing that circumstances giving rise to the loss are timely proved.**
- b) If it is proven that with the intent to induce the Company to commit an error:**
 - 1. They conceal or misrepresent facts that would exclude or could restrict such obligations,**
 - 2. They fail to provide the Company in due time with the documents containing information on material facts related to the loss and by which the circumstances and consequences thereof may be determined.**
- c) Caused the loss by acting with malicious intent, bad faith or gross negligence.**

18. Subrogation Rights

The Company shall be subrogated to all the Insured's rights and actions to recover indemnity for the damage caused by third parties. Such subrogation shall be up to the amount paid by the Company.

The Insured must secure Company's subrogation rights from the time the loss has been determined as payable, in which case the Insured is obligated to do whatever is required by the Company.

If subrogation is prevented by acts or omissions of the Insured, the Company shall be relieved from its obligations, either in whole or in part.

If damage is partially indemnified, the Insured and the Company will concur in enforcing their rights to the corresponding proportion.

However, there shall be no subrogation in case of acts committed by persons for whom the Insured is legally liable, since they are also considered Insureds for the purposes herein.

19. Place and Period of Indemnity Payment

The Company shall make the indemnity payment at its offices, as stated in the Policy, within 30 calendar days following the date the claim has been filed, in the terms of Clause 12. Documents, data and information to be submitted to the Company in the event of loss of this Policy.

Indemnity payment may also be made through:

- a) Wire transfer to an account of the Insured or the Beneficiary.
- b) Delivery of checks payable to the Insured or the Beneficiary at the branch office of the bank.
- c) Payment order payable to the Insured or the Beneficiary.

20. Jurisdiction

In the event of controversy, the claimant may assert his/her rights before the Company Customer Complaints Unit or the National Commission for the Protection and Defense of Users of Financial Services (Condusef) and, at the claimant's discretion, he/she may determine the jurisdiction by territory on the basis of the address of any of their branch offices, according to provisions in Article 50 Bis and 68, 70, 71 and 72 bis of the Law for the Protection and Defense of Users of Financial Services, and Article 277 of the Insurance and Bonding Institutions Law.

Claims for perils insured under this insurance contract must be filed within a period of 2 (two) years as of the occurrence date of the event giving rise to such claim or, where appropriate, as of the date the Company refuses to satisfy the User's claims, pursuant to provisions set forth in article 65 of the Law for Protection and Defense of Users of Financial Services.

In case that the parties do not submit to arbitration by the Condusef or by whomever the Condusef or the Company may propose, the rights of the claimant shall be put aside in order to be asserted before the competent courts at the address of such branch offices. In any case, it is up to the claimant whether or not to apply to the above referred institutions.

Specialized User Service Unit (UNE, by its acronym in Spanish) located at: Félix Cuevas 366, Piso 3, Col. Tlacoquemécatl, alcaldía Benito Juárez, 03200, México, CDMX Phone 800 737 76 63 (option 1), and from Mexico City: 55 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, Tel. 55 5340 0999 and 800 999 80 80, asesoria@condusef.gob.mx, www.gob.mx/condusef

21. Interest in Arrears

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

22. Notices

Any statement or notice required to be given by the Insured in relation to this Insurance shall be addressed in writing to the Company's domicile.

The Insured must inform the Company of any change of domicile made during the term of the insurance.

Any statement or notice given by the Company to the Insured shall be effective provided it is addressed to the last address the Insured has provided to the Company.

23. Premium

The premium becomes due upon execution of the contract and of further agreements affecting the Policy and giving rise to payment of additional 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, and the corresponding installment surcharge shall apply.

Unless otherwise agreed, the Insured will be entitled to a 30 calendar day grace period to pay the total premium or, in case of installment payments, to pay the first installment; subsequent payments shall become due on commencement of the period corresponding to each installment. If the Insured fails to pay the total premium or the agreed installment, the effects of the contract will automatically cease at 12:00 hours on the last day of the grace period.

The agreed premiums should be paid either at Company's offices against the corresponding receipt, or by bank deposits or wire transfers in favor of AXA Seguros, S.A. de C.V. and the Insured should get and keep the respective proof of transaction for reference and further clarification.

In the event of loss, the Company will deduct from the indemnity payable to the Beneficiary the total outstanding Premium or outstanding installments thereof until completing the total Premium for the agreed period of insurance.

24. Advance Termination of Contract

Notwithstanding the term of this contract, the parties hereto do hereby agree that this insurance may be terminated by any cause before the expiration date thereof by means of written notice.

- a) **By pro-rata refund of premium.**
- b) **When the Insured requests termination of contract, the Company shall be entitled to that part of the total premium, deducting the policy fee corresponding to the time during which the insurance was in force.**
- c) **When the Company cancels, it shall be done by written notice to the Insured and cancellation will become effective 15 calendar days after notification thereof.**

Upon submission of said notice, the Company will return to the Insured the part of the total premium corresponding to the risk unexpired during the time of the term to be elapsed (unearned premium) to which the policy fee shall be discounted. Failure to give such notice will render cancellation ineffective.

Except for the Hydrometeorological Phenomena coverage to which its own table for return of premium shall apply.

25. Currency

All amounts of the Insurance Contract, including Sum Insured and Premiums, shall be in the currency stated on the Policy face; however, all agreed payments arising out of this Contract shall be made in Mexican currency, pursuant to Article 8 of the Monetary Law in force on the date payment is made.

26. Statute of Limitations

All actions derived from this insurance contract will prescribe in:

- a) Five years as respects the Death coverage for life insurance;
- b) Two years as respects all other cases.

In all cases, periods shall be counted as of the date of the occurrence giving rise thereto, with the exception of cases stipulated in Article 82 of the Insurance Contract Law.

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

Also, the filing of claims before the Company Customer Complaints Unit will interrupt the statute of limitations for actions to which such claims may give rise.

27. Insured's Benefits

If during the term of this Policy, new coverages or extended coverages in the General Conditions of contracts of the same kind are filed with the respective Authorities so as to broaden the insurance without additional premium charge, the Insured is entitled to request that such extended or broadened insurance will inure to his/her benefit, in which case the benefit will apply from the time of request. If these extensions or new coverages imply higher benefits provided by the Company, it shall be binding on the Insured to pay the corresponding premium.

28. Renewal

The Contracting Party may request annual automatic renewal of the Policy. Renewal premiums are those premiums in force and registered before the National Insurance and Bonding Commission with respect to the different coverages forming the Policy on the date of Policy renewal.

As respects Loss of Income resulting from Death or Total and Permanent Disability, the maximum age limit for the Insured Policyholder in case of death is 99 years old and in case of total and permanent disability, it is 64 years old.

29. Automatic Increase of Sum Insured (optional)

The Contracting Party has the option to increase automatically the Sum Insured every year, according to the Consumer Price Index (INPC, by its initials in Spanish – Índice Nacional de Precios al Consumidor).

30. Disclosure of Commissions

During the policy period, the Contracting Party may request in writing from the Company the percentage of premium report that corresponds to the intermediary or corporation, whether by commission or direct compensation, by virtue of their intervention in the execution of the contract.

The Company shall provide such report in writing or by electronic means in a period not exceeding 10 business days after the date of receipt of such request.

The Contracting Party of the insurance shall be understood as the individual or corporation requesting the execution of the contract on their behalf and/or on behalf of any third party, binding themselves to pay the corresponding premiums.

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 January 5, 2006 under registry No. CGEN-S0048-0291-2005.

31. Taxes

Payments made by the Company to the Contracting Parties, Insureds or Beneficiaries shall be subject to tax retention, according to the tax rates and procedures stated in the tax-related provisions in force at the time of making payments.

32. Omissions or Misrepresentations

It shall be binding on the Contracting Party and on the Insureds at the time of filling in the insurance application, to declare in writing to the Company, in accordance with the corresponding questionnaires or any other documents on which the customer provides details of the information requested, all important facts for the assessment of risk that may affect the conditions agreed upon, as exactly known or as should be known at the time of executing this Insurance Contract, pursuant to articles 8, 9 and 10 of the Insurance Contract Law.

The Omission or misrepresentation of the material facts referred to in the above paragraph shall empower the Company to deem the Insurance Contract, in full right, null and void without any need of a court order, although these facts had no influence in the occurrence of the loss, as set forth in article 47 of the Insurance Contract Law.

33. 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 coverage, payment of such claim or provision of such benefit would expose the Company to any trade or economic sanction, prohibition or restriction under United Nations resolutions or laws or regulations of the European Union, United Kingdom or United States of America or under listings or restricting resolutions issued by international organizations.

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 October 2, 2012 under registry No. CGEN-S0048-0064-2012.

34. 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.

35. Terrorism

Definition of Terrorism

For the purpose of this policy, Terrorism shall be understood as:

The acts of any person or persons whether acting alone or on behalf of others or in connection with any organization or government, committed by the use of force or violence or any other means for political, religious, ideological, ethnic or similar purposes, intended to overthrow, influence or urge any government, de jure or de facto, to make a decision, or to disturb and/or influence and/or put the public or any section of the public or economic sector in alarm, fear, terror or anguish.

Terrorism Exclusion

According to the above provisions, physical loss or damage, whether proximately or remotely, caused by such acts is excluded herefrom where resulting from the use of explosives, toxic substances, firearms or any other means against individuals, objects or utilities and where the public or any group or section of the public is put in alarm, fear, terror or anguish in the event of threat or potential recurrence thereof. Loss, damage, cost, or expense of whatsoever nature is also excluded where caused by, resulting from or in connection with any action taken to control, prevent or suppress any act of Terrorism.

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 on file with the National Insurance and Bonding Commission (Comisión Nacional de Seguros y Fianzas) as of January 28, 2025 under registry No. CGEN S0048-0001-2025/ CONDUSEF-G-01675-001.

36. Endorsement of Automatic Adjustment of Sum Insured for Domestic Property (Applicable to policies in Mexican Currency)

The Company and the contracting party agree to an automatic increase of the Sum Insured based on the percentage determined by the insured and as shown in the Policy.

The Premium for this coverage is a deposit Premium and is the equivalent to 35% of the annual premium resulting from the maximum increase stipulated by the Insured.

The adjustment of the deposit premium shall be made upon expiry of the insurance term, considering as earned premium 35% of the Premium corresponding to the percentage of actual increase accrued as of the expiration or cancellation date of the policy, and the difference, if any, resulting between the deposit premium and the earned premium shall be refunded or charged to the Insured no later than 30 days following the date on which the corresponding adjustment is made.

In the event payment is not made within the period above mentioned, it shall be binding on the Company to pay interests in arrears pursuant to the "Interest in Arrears" Clause of the General Conditions of this Policy.

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

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

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 May 23, 1989 under registry No. EXP. No. 732.3(S-3)/2 OF. NUM. N-29704.

37. Endorsement of Automatic Adjustment of Sum Insured for Non-domestic Property (Applicable to policies in Foreign Currency)

Subject to the General and Special Conditions of the Policy, the Company agrees to increase automatically the Sum Insured in proportion to any increase in value of non-domestic property resulting from variations in the rate of exchange of the U.S. Dollar in the stock market.

It is a requirement for the application of this clause, to have a professional appraisal made in order to establish the sums insured at actual cash value.

The Sum Insured of non-domestic property covered under this clause must be specified separately in the Policy face.

The Premium for this clause is a deposit Premium and is the equivalent to 35% of the annual premium resulting from the maximum increase stipulated by the Insured.

To calculate the final premium, the percentage of increase resulting from dividing the average rate and the rate of exchange on the attachment date of this clause shall be multiplied by the premium corresponding to the amount of non-domestic property.

The average rate of exchange shall be calculated by adding the rate of exchange on the first calendar day of each month during which this coverage remains effective, and the total amount so obtained will be divided into the corresponding number of months.

The final premium calculated as above will be considered as earned premium and the difference will be refunded or charged to the Insured no later than 30 days following the date on which the corresponding adjustment is made. In the event payment is not made within the period above mentioned, it shall be binding on the Company to pay interests in arrears pursuant to the 'Interest in Arrears' Clause of the General Conditions of this Policy.

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

If the Insured acquires foreign currency at an exchange parity lower than that agreed in order to replace his property, indemnity shall be calculated by applying the lowest exchange parity, and the Company shall refund the Insured the excess premium corresponding to the amount of said indemnity calculated at pro rata.

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 May 23, 1989 under registry No. EXP. No. 732.3(S-3)/2 OF. NUM. N-29704.

38. Acceptance of Contract

According to Article 25 of the Insurance Contract Law:

"Should the content of the Policy or the amendments thereto do not conform to the offer, the Insured may request the corresponding correction within 30 days following receipt thereof. Once this period has elapsed, the provisions of the policy or the amendments thereto shall be deemed accepted."

IV. Articles Referred Above

Insurance and Bonding Institutions Law	
Procedures the Insurance Companies must follow to register the technical notes and contractual documentation of the products to be sold.	Art. 200, Art. 201, Art. 202, Art. 203, Art. 204
<p>Should an Insurance Institution fail to comply with the obligations assumed in the insurance contract within the legal periods of compliance stipulated, it shall pay to the creditor an indemnity for default in accordance with the following:</p> <p>I. The obligations entered into in Mexican Currency shall be denominated in Investment Units at the value thereof on the due date of the periods referred to in the initial part of this article and payment thereof shall be made in Mexican Currency at the value of the Investment Units on the date of such payment, in accordance with provisions set forth in the second paragraph of section VIII of this article. In addition thereto, the Insurance Institution shall pay an interest in arrears on the obligations denominated in Investment Units pursuant to provisions set forth in the above paragraph, which shall be capitalized on a monthly basis, at a rate equivalent to 1.25 times the average cost of term deposits of liabilities denominated in Investment Units of the multiple banking institutions of the country, published by the Bank of Mexico in the Official Journal of the Federation (Diario Oficial de la Federación) for each month of default.</p> <p>II. When the main obligation is denominated in foreign currency, in addition to the payment of said obligation, the Insurance Institution shall also be bound to pay an interest in arrears capitalized on a monthly basis and computed by adding to the amount of said obligation, the percentage resulting from multiplying by 1.25 the average cost of term deposits of liabilities denominated in U.S. Dollars of the multiple banking institutions of the country, published by the Bank of Mexico in the Official Journal of the Federation for each month of default.</p> <p>III. If at the time of making the calculus, the reference rates used to calculate interest in arrears named in sections I and II of this article have not been published, the rate of the immediately prior month shall apply and if said rates are not published, the interest in arrears shall be calculated by multiplying by 1.25 the rate substituting said reference rates, pursuant to the applicable provisions.</p> <p>IV. The interests in arrears referred to in this article shall accrue on a daily basis from the due date of the periods referred to in the initial part of this article to the date on which payment stipulated in in the second paragraph of section VIII of this article is paid.</p> <p>For the calculation thereof, the reference rates referred to in this article must be divided by three hundred and sixty-five and by multiplying the quotient by the number of days corresponding to the months of default.</p> <p>V. If the damaged property is repaired or replaced, indemnity for default will consist only in paying the corresponding interest in the currency stipulated for the main obligation pursuant to sections I and II of this article and it shall be calculated on the cost of such repair or replacement.</p> <p>VI. The creditor shall not waive his/her rights to the compensatory benefits provided for in this article. Any agreement intending to terminate or reduce such rights shall not become legally effective. Such rights will arise only on expiration of the term established by Law for payment of the main obligation, even if said main obligation is not liquid at that time.</p>	Art. 276

Once the amount of the main obligation has been established, as agreed upon between the parties or according to the final resolution pronounced during the legal proceeding before the judge or arbitrator, the compensatory benefits set forth in this article must be covered by the Insurance Institution on the amount of the main obligation so determined.

VII. If the claim is legal according to the legal proceeding, even if payment of indemnity for default stipulated in this article has not been claimed, the judge or arbitrator, in addition to the main obligation, shall order the debtor to pay such benefits in accordance with the previous sections.

VIII. The indemnity for default based on the updating system and interests referred to in sections I, II, III and IV of this article shall apply to all type of insurance, except for bonding insurances which guarantee indemnity related to non-payment of tax credits, in which case, provisions set forth in the Fiscal Code of the Federation will apply.

The Insurance Institution shall make a single payment which includes total settlement of the following:

- a) Interests in arrears;
- b) updating referred to in the first paragraph of section I of this article, and
- c) the main obligation

Should the Insurance Institution fail to make a single payment for the full amounts of the obligations assumed in the insurance contract and for the indemnity for default, payments made shall apply to the above concepts in the order shown in the above paragraph. Therefore, indemnity for default shall continue to accrue, in the terms of this article, on the amount of the outstanding main obligation until full payment.

Where the Insurance Institution imposes a means of defense which suspends the enforcement proceedings provided for in this law and the final judgment is pronounced by way of which the imposed acts remain in effect, the corresponding payment or collection shall include the accrued indemnity for default by reason of the main obligation, and

IX. If the Insurance Institutions do not make indemnity payment for default within the legal periods and terms, the judge or the National Commission for the Protection and Defense of Users of Financial Services, as the case may be, will impose a fine of 1000 to 15000 days of salary.

Regarding administrative enforcement proceedings pursuant to article 278 of this Law, if the Insurance Institution does not make the indemnity payment for default within the legal periods or terms, the Condusef will impose to the Insurance Institution the fine stipulated in this section at the request of the respective Executory Authority pursuant to section II of said article.

Insurance and Bonding Institutions Law	
<p>Regarding judicial matters for the enforcement of the final sentence pronounced in the proceeding, the Judge issuing the writs will demand the Insurance Company, if it has been sentenced, to prove payment of the benefits it has been adjudged for within the following seventy two hours, and in case such evidence is not submitted, the Judge will order the Broker-Dealer Firm or Depository Institution of securities of the Insurance Company to auction the securities owned by the Insurance Company, without any liability on the part of the Securities Depository Institution and without consent of the Insurance Company or with regard to Securities Depository Institutions referred to in the Securities Market Law to transfer securities to a Broker-Dealer Firm so it carries out said auction.</p> <p>With respect to contracts executed by the Insurance Companies for the management, intermediation, deposit or custody of securities or stock forming part of its assets, the obligation of the Broker-Dealer Firm or Securities Depository Institution must be established in order to comply with provisions of the above paragraph.</p> <p>In respect of contracts entered into by and between the Insurance Companies and Securities Depository Institutions, there must be an acknowledgement of the Broker-Dealer Firm to which the Securities Depository Institution must transfer securities in order to meet provisions set forth in the paragraph above and with which the Insurance Company must execute a contract which stipulates the obligation to auction securities in order to observe provisions of this article.</p> <p>Broker-Dealer Firms and Securities Depository institutions which have executed contracts with Insurance Companies for the management, intermediation, deposit or custody of securities or stocks forming part of their assets shall be subject to provisions set forth in this Law and to all other applicable provisions, as provided for in this article.</p> <p>The jurisdiction by territory to file insurance claims shall be determined, at the option of the claimant, according to the address of any of the branch offices of the National Commission for the Protection and Defense of Users of Financial Services. Likewise, the judge at the address of said branch office shall be the competent party. Any agreement contrary to provisions of this paragraph shall be null and void.</p>	Art. 277
Insurance Contract Law	
It shall be binding on the proposer to declare in writing to the Insurance Company, in accordance with the relevant questionnaire, all material facts that may affect the conditions agreed upon and which are necessary to assess the risk, as they are known or should be known by said proposer at the time of executing this contract.	Art. 8
If the contract is executed by a representative of the Insured, all material facts as known or as should be known by the representative or represented party must be declared.	Art. 9
When an insurance is proposed by another party, the proposer must declare all material facts known or as should be known by the Insured third party or his/her Intermediary.	Art. 10
Should the content of the Policy or the amendments thereto do not conform to the offer, the Insured may request the corresponding correction within thirty days following receipt thereof. Once this period has elapsed, the provisions of the policy or the amendments thereto shall be deemed accepted.	Art. 25
In respect of Life, accident and illness insurances as well as P&C insurance, the premium may be paid in installments covering equal periods of time. If the Insured chooses to pay the premium in installments, such installment payments will be due on the commencement of each agreed period.	Art. 37

The period referred to in the above article shall not be effective in the event of omissions, false statements or misrepresentations concerning the risk, but from the day the Company has knowledge thereof, and in the event of a Loss occurrence, from the day such occurrence has come to the knowledge of the concerned parties, who shall give evidence of the fact that they did not know of such occurrence until then. Respecting third party Beneficiaries, it shall also be necessary that such third party Beneficiaries have knowledge of the vested rights in their favor.	Art. 82
If the Insured does not comply with the obligation to prevent or reduce damage or to keep conditions unaltered, the Insurance Company shall be entitled to reduce indemnity payment up to the value accrued had such obligation been fulfilled. The Insured's rights to take legal action against the Company shall cease in case of fraudulent breach of said obligation by the Insured.	Art. 115
Revocation of appointment of Beneficiaries. The right to revoke the appointment of the Beneficiary shall cease only when the Insured waives such right and gives notice thereof to the Beneficiary and the Insurance Company.	Art. 176

Law for the Protection and Defense of Users of Financial Services

The Financial Institutions must inform the location, assistance schedules and person(s) responsible for the Company Customer Complaints Unit by placing notices in visible places in all branches, The Users may at their option submit their inquiry or claim before the respective Company Customer Complaints Unit of the Financial Institution or before the Condusef.	Art. 50 Bis
The National Commission for the Protection and Defense of Users of Financial Services shall receive the written claims submitted by the Insured which must comply with the requirements stipulated by law. The Condusef shall be entitled to make up the deficiency of the claims for the benefit of the Insured. Claims may be filed together by the Insureds having common problems with one or several insurance companies by choosing one or several formal common representatives.	Art. 63
Period for filing claims. Claims must be filed within a period of 2 (two) years counted as of occurrence of the event giving rise to such complaint or, if applicable, as of denial of the Financial Institution to satisfy the allegations of the User. At the Insured's option, the claim may be filed in writing or by any other means at the head office or at any branch office of the Condusef or at the respective Financial Institution's Company Customer Complaints Unit, referred to in article 50 Bis of this Law.	Art. 65
The Condusef shall exhaust the conciliation procedure.	Art. 68
Should the Financial Institution fail to comply with any of the obligations derived from the conciliation agreement, the Condusef shall instruct the respective Financial Institution to record contingent liabilities resulting from the claim or, if any, as a reserve, in terms of provisions of Article 68 Section X.	Art. 70
Local, State or Regional Branch Offices of the Condusef, wherein a claim is filed, shall be authorized to conduct the conciliation proceeding and, if any, arbitration proceeding adopted by the parties hereto, until arbitral award is rendered.	Art. 71
In respect of arbitration proceedings ex aequo et bono or in strict observance of law, the parties may agree in whole or in part, by mutual consent, to the rules of procedure established by the Condusef and published in the Official Journal of the Federation. For those cases where a matter implies, in any way, a conflict of interest between the arbitrator named by the Condusef and any of the parties, the arbitrator must excuse himself from hearing the matter, in which case the Condusef must introduce a new arbitrator to the parties within two subsequent business days. At the option of the parties, said arbitrator may continue with the arbitration procedure on the stage reached at the time of his/her appointment or else, he/she may reinstate in whole or in part said procedure.	Art. 72 Bis

<p>The arbitrators who, in accordance with the above paragraph, should excuse themselves from arbitration but fail to do so, may be recused by the affected party without any prejudice to the liability in which they incur for the damage caused.</p> <p>The reasons for dismissal referred to in this article shall be determined pursuant to provisions set forth in article 39 of the Federal Code of Civil Procedures.</p>	
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V. Registry

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 3, 2010 under registry No. PPAQ-S0048-0059-2010/ CONDUSEF-001608-01.

Clave: DV-372 mayo 2018

Traducción\Repositorio\CG Daños\Hogar Integral CG DV-372 mayo 2018-ing

T: Cbch

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



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.