

EXTRACONTRACTUAL LIABILITY

It is understood and agreed that subject to the terms, exclusions, clauses and conditions contained in the policy or endorsed thereon, and by means of the obligation of the payment of the extra premium corresponding to the contracting party, the Company shall pay the loss and damage and consequential personal injury caused by the Insured to third parties, and for which he becomes liable, in accordance with the legislation in force as regards Liability in Mexico, due to unintentional acts or omissions, occurring during the erection period indicated in the specification of the policy, and causing death or health detriment of such third parties, or damage or destruction of property owned thereby, derived from the activities proper to the erection.

The Company's maximum limit of liability for one or all losses that may occur during the insurance term is indicated in the Specification of the Policy.

The Company's obligation includes the payment of expenses and defence costs in any suit brought against the Insured, in addition to the limits fixed for this coverage. This coverage includes:

- The payment of the premium amounts for judicial bonds granted by the Insured as a guaranty for the payment of the sums claimed for the liability covered by this Policy. **The above mentioned judicial bond shall not be issued by this company.**
- The payment of expenses, costs and legal interests that the Insured must pay for judicial or arbitral verdict to issue a writ of execution.
- The payment of expenses incurred by the Insured due to the procedures and settlement of claims.

Such payment of expenses shall be covered additionally, but not exceeding an amount equal to 50% of the maximum liability limit stipulated in the Specification of the Policy for the Liability coverage.

EXCLUSIONS:

IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL THIS INSURANCE COVER:

- a) DAMAGE TO PROPERTY ENTRUSTED TO THE INSURED IN HIS CARE OR CUSTODY, AND FOR WHICH HE IS LIABLE.**
- b) THE INSURED'S FAMILY MEMBERS OR THE BUSINESS OWNER FOR WHOM THE ERECTION IS BEING CARRIED OUT, OR THE PERSONS AT HIS SERVICE.**
- c) THE BONDS PREMIUMS TO BE GRANTED AS GUARANTEE DEPOSITS SO THE INSURED MAY OBTAIN HIS PAROLE, RELEASE ON BAIL OR PROBATION, DURING A CRIMINAL PROCEEDING SHALL NOT BE INCLUDED WITHIN THE OBLIGATIONS ASSUMED BY THE COMPANY UNDER THIS COVERAGE.**
- d) LIABILITY DERIVING FROM THE USE, OWNERSHIP OR POSSESSION OF VESSELS, AIRCRAFT AND LAND MOTOR VEHICLES, UNLESS THESE ARE USED EXCLUSIVELY WITHIN THE PREMISES OF THE ERECTION SITE, AND DO NOT REQUIRE LICENSE PLATE WHEN USED IN PUBLIC PLACES.**

- e) **LIABILITY ATTRIBUTABLE TO THE INSURED, IN ACCORDANCE WITH THE FEDERAL LABOR LAW, THE SOCIAL SECURITY LAW OR ANY OTHER COMPLEMENTARY PROVISION TO SUCH LAWS.**
- f) **DAMAGE CAUSED BY ACTS OF TERRORISM.**
- g) **ALL INDEMNITIES WHICH IMPLY OR REPRESENT A FINE, PENALTY, PUNISHMENT OR FOR EXAMPLE, THOSE CALLED "PUNITIVE DAMAGES", "VINDICTIVE DAMAGES", "EXEMPLARY DAMAGES" OR ANY OTHER WITH A SIMILAR TERMINOLOGY.**