

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 is obliged to pay the loss and damage and consequential personal damage caused by the Insured to third parties, and for which he becomes liable, in accordance with the legislation in force as regards Liability in the Mexican republic, due to non-fraudulent acts or omissions, occurring during the term of this Policy, and causing death or health detriment of such third parties, or damage or destruction of their property derived from the activities proper to the work.

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 defense costs in any suit brought against the Insured, in addition to the limits fixed for the item 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 furnished by this company.**
- The payment of expenses, costs and legal interests that the Insured must pay for executed decision or arbitral award
- 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) LIABILITY ARISING FROM BREACH OF CONTRACTS OR AGREEMENTS, WHEN SUCH BREACH HAS NOT CAUSED THE DEATH OR HEALTH DETRIMENT OF THIRD PARTIES OR THE DETERIORATION OR DESTRUCTION OF THEIR PROPERTY.**
- b) LIABILITY FOR SUBSTITUTE OR COMPENSATORY BENEFITS FROM BREACH OF CONTRACTS OR AGREEMENTS.**
- c) DAMAGE TO PROPERTY ENTRUSTED TO THE INSURED IN HIS CARE OR CUSTODY, AND FOR WHICH HE IS LIABLE.**

- d) MEMBERS OF THE INSURED'S FAMILY OR THE OWNER OF THE BUSINESS FOR WHOM THE CONSTRUCTION IS BEING CARRIED OUT, OR THE PERSONS AT HIS SERVICE.**
- e) THE PREMIUMS FOR BONDS 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.**
- f) LIABILITY DERIVED FROM THE USE, OWNERSHIP OR POSSESSION OF VESSELS, AIRCRAFT AND LAND MOTOR VEHICLES, UNLESS THE LATTER ARE USED EXCLUSIVELY WITHIN THE PREMISES OF THE CONSTRUCTION SITE, AND DO NOT REQUIRE LICENSE PLATES WHEN USED IN PUBLIC PLACES .**
- g) LIABILITY ATTRIBUTABLE TO THE INSURED, IN ACCORDANCE WITH THE FEDERAL LABOR LAW, THE SOCIAL SECURITY LAW OR ANY OTHER COMPLEMENTARY PROVISION TO SUCH LAWS.**
- h) DAMAGE CAUSED BY ACTS OF TERRORISM.**
- i) ALL INDEMNITIES WHICH IMPLY OR REPRESENT A FINE, PENALTY, PUNISHMENT OR EXEMPLARY PUNISHMENT, SUCH AS: "PUNITIVE DAMAGES", "VINDICTIVE DAMAGES", "EXEMPLARY DAMAGES" OR ANY OTHER WITH A SIMILAR TERMINOLOGY.**