



# MAPFRE

MAPFRE Tepeyac, S.A.

Avenida Revolución 507, Colonia San Pedro de los Pinos  
Delegación Benito Juárez, Ciudad de México, C.P. 03800.

## PÓLIZA DE RESPONSABILIDAD CIVIL PARA AVIONES CON MATRÍCULA EXTRANJERA

NO. DE PÓLIZA: **MAC-I-21266** AL

No. de Póliza Extranjera: **AVC003224-05**

**ESTA PÓLIZA HA SIDO EMITIDA CON UNA TARIFA ESPECIAL, LA PRIMA INDICADA SE CONSIDERA DEVENGADA DESDE EL MOMENTO DE EMISION, POR LO CUAL NO SE PUEDE CANCELAR NI APLICAR NINGUN REEMBOLZO.**

VIGENCIA DE LA PÓLIZA:	<b>365</b>	DÍAS	Prima	<b>\$200.00 US Cy.</b>
FECHA DE EXPEDICIÓN:	<b>Junio 21, 2017</b>		Derecho de Póliza	<b>\$25.00 US Cy.</b>
DESDE:	<b>Junio 24, 2017</b>	(00:00) AM	I.V.A.	<b>\$36.00 US Cy.</b>
HASTA:	<b>Junio 24, 2018</b>	(00:00) AM	<b>TOTAL</b>	<b>\$261.00 US Cy.</b>

NOMBRE DEL ASEGURADO: **Arizona Flyers Inc.**

DOMICILIO: **PO BOX 14675 Tucson, AZ 85732**

MAPFRE TEPEYAC, S.A. llamada en lo sucesivo 'LA COMPAÑÍA', quien asegura dentro de los límites de la República Mexicana los pagos que 'EL ASEGURADO' tenga que realizar por concepto de Responsabilidad Civil especificada en las Condiciones de esta póliza y durante la vigencia de acuerdo a la siguiente especificación de riesgos y sus límites de sumas aseguradas debido al uso del avión descrito por daños que cause en la superficie.

MARCA Y TIPO	FECHA DE CONSTRUCCIÓN	PESO	NO. DE ASIENTOS PASAJEROS	NO. DE ASIENTOS TRIPULACIÓN	NO. REGISTRO/NO. SERIE	USO
<b>CESSNA 182P</b>	<b>1976</b>	<b>1754</b>	<b>3</b>	<b>1</b>	<b>N2087F 18264886</b>	<b>Private</b>

### MÁQUINA(S)

MARCA Y TIPO **CONT MOTOR**

**HP**

NÚMERO DE MÁQUINAS **1**

### PILOTO(S)

DESIGNEE **tba 01/01/1967**

Las máximas sumas cubiertas en esta póliza, aparecen en la 'ESPECIFICACIÓN DE RIESGOS' y los pagos que la Compañía pudiera efectuar debido a uno o más eventos ocurridos al amparo de riesgos cubiertos en todo caso no excederán las sumas previstas en cada sección de dicha 'ESPECIFICACIÓN DE RIESGOS'.

Suma asegurada por aeronave

**\$550,000.00**

US Cy.

Esta póliza cubre **1** aeronave

### ESPECIFICACIONES DE RIESGO -Límite por Aeronave-

- I. Responsabilidad civil por daños a bienes de terceros. **\$184,245.00**
  - II. Responsabilidad civil por lesiones a terceras personas. **\$365,755.00**
- (Excluyendo Piloto, Tripulación y Pasajeros)

La Compañía se sujeta a las Condiciones Generales a efecto de liquidar indemnizaciones por daños causados hasta que los mismos se hayan confirmado y ajustado. A causa de esto, la compañía firma el presente en la ciudad de México, pero si la póliza es expedida por un Agente de la compañía debidamente autorizado para tales efectos no será válida a menos que sea refrendada por dicho Agente.

**MacAfee and Edwards Inc**

Mexican Insurance Specialist

LOS ANGELES, CALIFORNIA A 6/21/2017 9:07:46 AM

**MAPFRE TEPEYAC, SA**

R.F.C. MTE40316E54

CONTRIBUYENTE AUTORIZADO PARA  
IMPRIMIR SUS PROPIOS COMPROBANTES



# MAPFRE



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Avenida Revolución 507, Colonia San Pedro de los Pinos  
Delegación Benito Juárez, Ciudad de México, C.P. 03800.

## ESPECIFICACIÓN QUE SE ADHIERE Y FORMA PARTE INTEGRAL DE LA PÓLIZA MAC-I-21266

- CÉDULA DE RESPONSABILIDAD CIVIL POR USO Y OPERACIONES DE AERONAVES -

### I. RESPONSABILIDAD CIVIL LEGAL POR DAÑOS A TERCEROS

a) El límite máximo de responsabilidad por daños a bienes de terceros será el equivalente a 35,000.00 días de salario mínimo general vigente en el Distrito Federal. **\$2,801,400.00 MN**

### II. RESPONSABILIDAD CIVIL LEGAL POR DAÑOS A TERCEROS EN SUS PERSONAS

b) El límite máximo de responsabilidad por daños a terceros en sus personas será el equivalente a 69,480.00 días de salario mínimo general vigente en el Distrito Federal. **\$5,561,179.20 MN**

**SE EXCLUYEN LOS DAÑOS A PILOTOS, TRIPULACIÓN Y PASAJEROS DE LA AERONAVE CUBIERTA.**

**Los montos especificados en esta cedula aplican por cada uno de la(s) 1 aeronaves cubiertas bajo esta póliza.**

De conformidad con el Art. 494 de la Ley Federal del Trabajo, no se cubrirá una cantidad mayor de la que corresponda a la incapacidad permanente total aunque se reúnan mas de dos incapacidades.

Para determinar el monto de las indemnizaciones se estará a lo dispuesto por la 'tabla de valuación' de incapacidades permanentes de la Ley Federal del Trabajo.

En caso de siniestro se cubrirán las indemnizaciones a que hubiese lugar en términos de lo dispuesto por el capítulo XII de la Ley de Aviación Civil, mediante el cobro de las primas correspondientes.

Queda entendido y convenido que cuando cualesquiera de las coberturas antes citadas se señalen como amparadas en la póliza estas surtirán efecto sin exceder el límite máximo de responsabilidad contrato, cada una de sus secciones.

Para el pago de las indemnizaciones a que se refieren los incisos antes mencionados, se tomará como base el salario mínimo general vigente en el Distrito Federal en la fecha en que se cubra la indemnización.

Queda entendido y convenido que el Asegurado se compromete a actualizar la suma asegurada en caso de cambio del salario mínimo en el Distrito Federal.

**NOTA: Todos los montos presentados en esta cédula, se encuentran en Moneda Nacional.**

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## SPECIAL AIRCRAFT LIABILITY POLICY

POLICY NO: **MAC-I-21266** AL

THIS POLICY HAS BEEN ISSUED WITH A SPECIAL RATE, PREMIUM IS FULLY EARNED SINCE INCEPTION AND NO CANCELLATION OR RETRUN PREMIUM APPLIES.

TERM OF THE POLICY:	<b>365</b>	DAYS	Premium	<b>\$200.00 US Cy.</b>
ISSUE DATE:	<b>June 21, 2017</b>		Policy Fee:	<b>\$25.00 US Cy.</b>
FROM:	<b>June 24, 2017</b>	(00:00) AM	TAX:	<b>\$36.00 US Cy.</b>
TO:	<b>June 24, 2018</b>	(00:00) AM	<b>TOTAL</b>	<b>\$261.00 US Cy.</b>

INSURED NAME: **Arizona Flyers Inc.**

ADDRESS: **PO BOX 14675 Tucson, AZ 85732**

MAPFRE TEPEYAC, S.A. hereinafter called 'THE COMPANY' does hereby insure within the limits of The Mexican Republic the payment that 'THE INSURED' For the Civil Liability as provided in the conditions of this policy and during the term thereof, arising out of the risks stated in the following specification of risk, within the limits of the insured amounts due to the use of the aircraft herein described for damages caused to surface.

MAKE AND TYPE	DATE OF CONSTRUCTION	WEIGHT	NO. OF SEATS PAX	CREW	REG AND SERIAL NO.	USE
<b>CESSNA 182P</b>	<b>1976</b>	<b>1754</b>	<b>3</b>	<b>1</b>	<b>N2087F 18264886</b>	<b>Private</b>

<b>ENGINE(S)</b>	<b>PILOT(S)</b>
MAKE AND TYPE <b>CONT MOTOR</b>	<b>DESIGNEE tba 01/01/1967</b>
HP	
NO. OF ENGINES <b>1</b>	

The maximum amount covered by this policy appears in the 'SPECIFICATION OF RISKS' and payments which the company may affect due to one or more losses covered hereunder, as herein specified, shall in no event exceed the amount provided for in each section of said 'SPECIFICATION OF RISKS'.

TOTAL SUM INSURED PER AIRCRAFT **\$550,000.00** US Cy.  
This policy covers **1** aircraft

### SPECIFICATIONS OF RISKS -Limit per aircraft-

- I. Liability for property damage for each aircraft. **\$184,245.00**
- II. Liability for Bodily Injuries for each aircraft. (PILOTS, CREW AND PASSENGERS ARE EXCLUDED) **\$365,755.00**

The Company shall subject to the General Condition hereof, pay the indemnities hereunder upon the damages caused by the described have been ascertained and adjusted. In behalf of which The Company signs the present, in Mexico City. (but if the policy is issued by and Agent of the Company, duly authorized for the purpose, same shall not be valid unless countersigned by said Agent).

**MacAfee and Edwards Inc**

Mexican Insurance Specialist

LOS ANGELES, CALIFORNIA A 6/21/2017 9:07:46 AM

**MAPFRE TEPEYAC, SA**

R.F.C. MTE40316E54

CONTRIBUYENTE AUTORIZADO PARA IMPRIMIR SUS PROPIOS COMPROBANTES





## GENERAL CONDITIONS OF THE AVIATION INSURANCE FOR CIVIL LIABILITY TOURISTS

### I. COVERED GOODS.-

In accordance with CHAPTER XIII of Air Insurance (Civil Aviation Law) Art 74. All concessionaires or licensees and, in the case of non-commercial private air transport service, the proprietors or owners of aircrafts, that traverse through air space, must contract and maintain an insurance that covers all liabilities that arise from damages to passengers, cargo, registered luggage or to third parties in the operation of aircrafts. Insured goods covered by this Policy, are those described in its cover.

### II. COVERED RISKS.-

The coverage that appear with an insured sum and/or those indicated by express agreement at this Policy's cover are covered in accordance to the following description and are subject to the exclusions consigned in clause IV and V.

#### Civil Liability for damages to third parties in their persons and/or their goods (except passengers and crewmembers).

This insurance covers all obligations that, by way of Civil Liability, result in expense to the Insured, consequential to the death or harm to such third parties' health, or the deterioration or destruction of goods that are the property of the aforementioned, directly caused by the insured aircraft or by any object dropped from it.

#### Medical expenses for occupants.

This insurance covers all expenses incurred within a year after the date of the accident for medical or chirurgical attention, hospitalization, ambulance service certified diseases, as well as burial expenses of or for each person, including the crew when so specified on the cover, who suffer bodily injuries or diseases caused by the accident, as long as they are on on board or while boarding or disembarking the aircraft and provided it is being used by or with the consent of the Insured.

### III. LIABILITY LIMITS.-

The insured sums provisioned in the cover of this Policy define the basis for the Institution's liability limitation. The basis to define this policy's the insured sum is as follows:

TYPE OF DAMAGE	CIVIL AVIATION LAW ART 72	CIVIL CODE FOR DISTRITO FEDERAL ART 1915	FEDERAL LABOR LAW	TOTAL DSMVDF
GOODS	THIRTY FIVE THOUSAND DAYS OF DSMVDF	.	.	35000 DSMVDF
PERSONS	TRIPLE OF WHAT IS STATED FOR DISTRITO FEDERAL	QUADRUPLE OF WHAT IS STATED BY THE FEDERAL LABOR LAW	1095 DSMVDF	= 5000 @4@3 ART 495 60000 DSMVDF

**Maximum liability limit for DAMAGE TO THIRD PARTIES' GOODS:** The equivalent to 35000 Days of Minimum General Wage Valid for the D.F.

**Maximum liability limit for DAMAGE TO THIRD PARTIES IN THEIR PERSONS:** The equivalent to 69480 Days of Minimum General Wage Valid for the DF.

**Damages to pilots, crew and passengers of the covered aircraft are excluded from this policy.**

### IV. RISKS, EXCLUDED.-

Save express agreement, this Policy does not cover claims that result from:

1. Strike, popular disturbance, civil commotion or popular turmoil.
2. All acts of deceit or sabotage by third parties.
3. Hijacking or any form of seizing or legal exercise of control of the aircraft or its crew when the aforementioned aircraft is in flight (including any attempt of such a seizing or control), executed by any person on board of the aircraft that acts (n) without the consent of the Insured.
4. War (whether it has been detected or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, Martial Law, usurped power military or otherwise or any attempt to usurp power.
5. Any act of one or more persons whether they are agents of a sovereign power or not, with politic or terrorist purposes whether the loss or damage emerging from the aforementioned events were accidental or intentional.
6. Confiscation, nationalization, seizure, destruction, detention, take over, requisition by way of or use of or under orders of any government (whether it is civil, military or de facto) or public authority.  
Furthermore, no claims resulting while the aircraft is not controlled by the Insured as a result of any of the aforementioned risks are covered. The aircraft is considered as reintegrated to the Insured's control when it is returned unscathed to the Insured at an airport that is not excluded by this Policy's geographical limits and that is authorized for the proper operation of the aircraft (such unscathed return shall require the aircraft to be parked with its Motors turned off and under no duress).



## GENERAL CONDITIONS OF THE AVIATION INSURANCE FOR CIVIL LIABILITY TOURISTS

### V. GENERAL EXCLUSIONS.

1. Exclusions for all insurances.- This Policy does not cover claims caused by:

- a) Hostile detonation of any weapon of war that employs atomic or nuclear fission or fusion or any other similar reaction or radioactive force.
- b) Ionizing radiation or radioactive pollution.
- c) Indirect loss suffered by the Insured including the deprivation of use of the insured aircraft or due to the damage or harm to the victims' patrimony that arise from the impossibility to use the damaged goods to the end to which they were destined.
- d) When the insured aircraft is operated by pilot or pilots without a valid statutory license.
- e) When the insured aircraft is operated by pilot or pilots that do not comply with at least the established hours of flight indicated in this Policy's cover, provided this circumstance had any influence in the occurrence of the claim.
- f) When the insured aircraft is found outside the geographical limits indicated in this Policy's cover, save emergency cases.
- g) When the insured aircraft is destined to uses other than those indicated in this Policy's cover or when, its uses being according to those indicated, it is used with illegal purposes.
- h) Breach of any law, statute or regulation issued by the civil aeronautics authority or any other competent authority, provided it has any influence in the occurrence of the claim.
- i) Noise (whether perceptible by the human ear or not), vibration, sonic shock (sonic boom) or any other related phenomena.
- j) Contamination or pollution of any kind.
- k) Electronic or electromagnetic interference.
- l) Damages suffered by the plane while being transported on board of any vehicle.
- m) Damages and losses of special equipment that is not that normally equipped on the plane, unless this equipment is included in the insurance and the damages and losses are originated as consequence to an accident covered by this Policy of the insured plane.
- n) The damages suffered by the plane when the airworthiness card issued by the Civil Aeronautics Direction of the Communications and Transportation Administration is not valid.

### 2. Exclusions to the hull insurance.

This policy does not cover claims caused by:

- a) Damages suffered by the insured aircraft, due to use, wear, gradual deterioration, malfunction or mechanical failure or failure of the electric system.
- b) Damages suffered by the tires save when such damages were caused by an accident covered by this Policy.
- c) Loss or damage for which the manufacturer of the insured aircraft was legally or contractually liable.

### 3. Exclusions to the liability insurances.-

This policy does not cover claims caused by:

- a) Any contract or agreement celebrated by the Insured or his representatives that is not approved of in writing by this Institution.
- b) Professional risks and in general liability imputable according to labor legislation or any other complementary or statutory legal disposition for sickness, injury and/or death of any of the Insured's workers.

This exclusion does not apply to the voluntary payments, or medical expenses coverage.

- c) Any loss or damage to the goods that belong to the Insured under any circumstance, or that belong to third parties, when such goods are not under his custody.

### VI. DEDUCTIBLES.-

Due to its compulsory character, no deductible whatsoever will apply to this policy.



## GENERAL CONDITIONS OF THE AVIATION INSURANCE FOR CIVIL LIABILITY TOURISTS

### VII. DEFINITIONS.-

To the effects of this Policy, the following terms are defined:

1. **Aircraft.** It stands for the unit described in this Policy including its normal operation, navigation and radio-communication equipment.
2. **Special equipment.** It stands for any equipment additional to the normal operation, navigation and radio-communication equipment corresponding to the brand, type and model of the unit described as detailed in this Policy.
3. **In flight.** The aircraft will be considered in flight from the moment it moves by its own impulse in a takeoff acceleration run or an attempt to it. While it is on the air and until it stops its movement after landing or water-landing, or until landing or water-landing are safely completed or power has been applied in order to start taxiing. In the case of a helicopter it will be considered in flight from the moment the rotors start moving.
4. **Taxiing.** Will mean while the aircraft is moving under its own power or impulse, except when it is "in flight" as defined but in case of water-landing "taxiing" will mean when the aircraft is floating and it is not "in flight" or "anchored".
5. **Grounded or anchored.** "Grounded" stands for when the aircraft is not moving, and "anchored" stands for when the aircraft is floating and moored or while the aircraft is being launched or towed out of the water.
6. **Ingestion.** Stands for the suction of foreign bodies inside the body of the turbine(s) in an accidental manner.
7. **Use.** Means the reiterative usage of the aircraft exclusively for the ends established in the cover of this Policy.
8. **In movement.** The aircraft is considered in movement from the moment in which its motors are ignited and until they are turned off.
9. **Without movement.** The aircraft will be considered without movement when its motors are turned off.
10. **Civil Aeronautics Authority.** Stands for the authority that, by appointment of the avowed Government of the country in which this Policy might apply, has jurisdiction over civil aviation.

### VIII. OTHER INSURANCES.-

If the case of the aircraft being totally or partially covered by other insurances of this or a different class that cover the same risk, whether taken in the same date or before or after this Policy's date, the Insured must declare so immediately in writing to the Institution, who will make it annotate it in the Policy or in an appendix to it. If the Insured intentionally fails to deliver the notice that is the subject of this clause, or if he contracts the insurances to obtain an illicit benefit, the Institution will be released from its obligations.

If there were one or more other insurance that covered the same insurable interest, the Institution is obligated to pay as much as the total value of the damage suffered within the limits of the insured sum and will be able to repeat against the other insurer institutions who will pay proportionally in conformity to its liability limits.

### IX. FRAUD, DECEIT, SWINDLE.-

The Institution's obligations will be void:

1. If the insured, the beneficiary or their representatives, with the purpose of conducting into error, diminish or declare inaccurately upon facts that would exclude or could restrict said obligations.
2. If with such purpose they failed to timely produce any documentation subject of Clause XIV.
3. If the claim was deceitful or if it had MALA FE by the Insured, the beneficiary, the assign or their attorneys.

### X. RISK AGGRAVATION.-

The Insured shall inform the Institution within the 24 hours following the moment in which he knows of them, of any essential aggravations suffered by the risk covered during the insurance validity time-span. If the Insured failed to produce such notice or if he provoked an essential risk aggravation, all the Institution's obligations will rightfully cease hereafter.

### XI. PROCEDURES IN THE EVENT OF A CLAIM.-

Whenever he knows of an event that might generate a claim under this policy, the Insured will be under the obligation to execute all acts leading to avoid or diminish the damage. If the delay presents no danger, he will ask for instructions to the Institution and he will abide by them. Any loss derived from a failure to comply will not be acknowledged under this Policy. The Institution will never be liable for extra payments executed or offered by the Insured without the Institution's previous written agreement.

The insured will also be under the obligation to notify in writing to the Institution not later than 24 hours after he has knowledge of the event. The Insured will prove the accuracy of his claim and of all extremes thereof consigned, and will produce all documents requested by the Institution, such as certified copies of all acts executed by any authority that intervenes in the investigation of the event, logs, Pilots' Licenses, Invoices, Airworthiness Certificates and any other document which the Institution deems worthy.

Failure to comply with any of the aforementioned obligations may affect the legal rights of the insured.

Any assistance provided by the Institution or its representatives to the Insured or to third parties shall not be interpreted as acceptance of liability.

Whenever the term "cost" is mentioned, it will be understood that it is subject to the terms of Clause IX.- RECOVERABLE PROPORTION above.





## GENERAL CONDITIONS OF THE AVIATION INSURANCE FOR CIVIL LIABILITY TOURISTS

### **XII. COOPERATION AND ASSISTANCE OF THE INSURED.-**

In case of litigation, the Insured must provide all necessary information and evidence for the defense of any civil and penal procedure that might initiate as a consequence of lawsuit or claim that might produce directly or indirectly any accident related to any risk covered by this Policy.

Notice of the occurrence of any event that might imply liability must be delivered as soon as a claim is produced.

In case of civil or penal trial the insured shall provide the Institution with all information and evidence necessary for the defense. In case of Litigation, the Insured must cooperate with the Institution and shall appear at any hearings or trials at the Institution's request; furthermore, the Insured will help to perform transactions, obtain and produce evidence, and to procure the assistance of witnesses and the Institution shall reimburse the Insured any expenses incurred at the Institution's request. Said expenses will be considered by the Institution as additional to the maximum liability limit applicable according to this Policy.

The Insured will not, except to his own expense, make any voluntary payments, assume any obligation or incur in any expense whatsoever, and will only be able to pay the amount corresponding to the expense to immediate surgical medical assistance in favor of others, provided such assistance is indispensable at the moment of the accident.

In addition to the obligations stated in the foregoing clauses, the Insured will perform any and all arrangements to reduce the caused damage to a minimum.

### **XIII. ARBITRATION.-**

In case of any discrepancy between the Insured and the Institution regarding the amount of any loss or damage, the issue will be submitted to dictum of an arbitrator jointly appointed by written agreement of both parties, but if both parties failed to reach an agreement regarding the appointment of the arbitrator, two arbitrators shall be appointed, one by each party, in a lapse of 10 days beginning on the date one receives a written request from the other to do so. Before entering upon the reference, the two arbitrators shall appoint a third arbitrator for the case of dissension.

If any of the parties refused to appoint its arbitrator or simply failed to do so when required by the other, or if the arbitrators failed to reach an agreement regarding the appointment of the third, then the Judicial Authority, at the request of any of the parties, will appoint the arbitrator, the third arbitrator or both if necessary. Notwithstanding, the National Insurance and Surety Commission may appoint the arbitrator or third arbitrator if necessary, if both parties requested it so by mutual agreement, or in case of decease of any of the parties if they were natural persons or dissolution in the case of a society, which occurred during the arbitration that would not annulate and affected the authority or attributions of the arbitrator or the arbitrators or the third one, whichever be the case, or if any of the arbitrators appointed by any of the parties or the third one would pass away before the dictum another arbitrator will be appointed by the corresponding party (the parties, the judicial authority, the arbitrators or the National Insurance and Surety Commission), to replace them.

All expenses originated from the arbitration will be borne equally by the Institution and the insured, but each party shall bear all fees incurred regarding their own arbitrator.

The arbitration referred to in the present clause does not imply acceptance of the claim by the Institution, and it will simply define the amount of the loss that the Institution would eventually be obliged to compensate, both parties remaining free to take any action and to oppose any corresponding exceptions.

### **XIV. SUBROGATION.-**

The Institution that pays the indemnity will be subrogated to the paid amount, in all rights and actions against third parties that, consequential to the damage sustained, correspond to the Insured.

The Institution might be freed in whole or in part of its obligations if the subrogation is impeded by acts or omissions of the Insured.

If the damage was compensated only partially, the Insured and the Institution will concur to exercise their rights to the corresponding proportion.

### **XV. COMPETENCE.-**

In case of dispute, the claimant must recur to the National Insurance and Surety Commission at its central offices or at any of its delegations in terms of article 135 of General Act of Mutual Insurance Institutions and Associations, and if said organ is not designated as referee, the claimant may recur to the competent tribunals for the Institution's domicile as stated in the cover.

### **XVI. PLACE OF INDEMNITY PAYMENT.-**

The Institution will pay any indemnity in its offices.

### **XVII. COMMUNICATION.-**

Any statement or communication related to this contract shall be sent to the Institution in writing, precisely to the address indicated in the Policy's cover.

### **XVIII. PREMIUM PAYMENT.-**

The Premium in expense of the Insured is due at the moment this contract is celebrated.

All convened premiums must be paid at the Institution's office in exchange of a receipt issued by the Institution.

### **XIX. EARLY TERMINATION OF THE CONTRACT.-**

Notwithstanding the term of the contract's validity, the parts agree that the contract can be terminated at any time before that by written notice, when the Insured execute such an early termination, the contract will be void at the time the Institution receives notice, who will be entitled to the part of the Premium that corresponds to the time during which the insurance would have been valid according to the Short Term Insurance Rate registered by the National Insurance and Surety Commission, when the Institution terminates the contract, all effects of the insurance will cease 15 days after the respective notice and the Institution will be entitled to the part of the premium proportional to the lapsed time, but the Institution must refund the total of the prime not lapsed not later than at the moment such notice is delivered, or else it will be void.



## GENERAL CONDITIONS OF THE AVIATION INSURANCE FOR CIVIL LIABILITY TOURISTS

### SHORT TERM INSURANCE RATE

Not exceeding 10 Days 10% of the Annual Fee  
Not exceeding 1 Month 20% of the Annual Fee  
Not exceeding 1 ½ Months 25% of the Annual Fee  
Not exceeding 2 Months 30% of the Annual Fee  
Not exceeding 3 Months 40% of the Annual Fee  
Not exceeding 4 Months 50% of the Annual Fee  
Not exceeding 5 Months 60% of the Annual Fee  
Not exceeding 6 Months 70% of the Annual Fee  
Not exceeding 7 Months 80% of the Annual Fee  
Not exceeding 8 Months 85% of the Annual Fee  
Not exceeding 10 Months 90% of the Annual Fee  
Not exceeding 11 Months 95% of the Annual Fee

### XX. ARTICLE 25 OF THE INSURANCE CONTRACT LAW.-

If the contents of the Policy or its modifications should not be in conformity with the offer, the Insured will be entitled to request the corresponding rectification within 30 days following the day he receives the Policy. After this time has lapsed all provisions of the Policy or its modifications will be considered as affected.

### XXI. MORATORIUM INTEREST.-

If the Institution, in spite of having received the documentation and information that enables to acknowledge the basis of the claim presented to him, failed to comply with the obligation to pay the indemnity, capital or revenue according to Article 71 of the Insurance Contract Law, then the Institution will be obliged to pay to the Insured, beneficiary or damaged third party, a moratorium reparation, according to Article 135 bis, of the General Act of Mutual Insurance Institutions and Associations, during the lapse of the moratorium. This interest will be computed from the day following to that in which the thirty day period indicated in the aforementioned Article 71 becomes due.

### XXII. PRESCRIPTION.-

All action derived from this insurance contract will prescribe after two years, computed according to article 81 of the Insurance Contract Law, from the date of the event that originated them, save the cases of exception stated by article 82 of the aforementioned Law. Prescription will not only be interrupted by ordinary causes, but also by the appointment of an arbitrator or by the initiation of the proceeding indicated by article 135 of the General Act of Mutual Insurance Institutions and Associations.