

Article 262. Insurance contracts. The insurance contract for air transportation of passengers shall be exempt from all taxes, charges or fees.

Article 263. Subsequent damages. The liability covered in Article 254 shall be applicable also to damages and losses occurring after the period of transportation specified in said article, if such damages are the direct result of an act occurring during said period.

Article 264. Limitation of actions. In the case of death or injury to a passenger, the person or persons having the right to sue for compensation should do so within one year from the date on which the act occurred which forms the basis of the claim.

Article 265. The carrier is obliged to compensate damages and losses suffered by a passenger as a consequence of delay in transportation, if such delay takes place during the period between the hour in which the trip was to be commenced, according to the provisions of the contract of transportation, up to the time in which the trip was completed.

Any delay, or any alteration in a route, which has already been agreed upon or is standard for the trip in question, which delay is caused by accidental reason or *force majeure* justified on the basis of protection of human life, safety measures, adverse weather conditions or orders issued by the competent authorities, etc., shall not be considered as violations of the transportation contract, and the carrier shall not incur liability by the mere fact of such delay or alteration of route.

Article 266. Limitations on liability for delay. In case of delay to a passenger, the carrier's liability for compensation is limited to the maximum amount, equivalent to double the fare for the entire trip, as provided in the contract for transportation in question.

Article 267. Claims for delay. In the case of damages caused a passenger based on delay in the transportation, the claim should be made in writing within the fourteen days following the date on which the delay occurred which forms the basis of the claim.

Article 268. Fault or negligence of the victim. No liability whatever shall be imputed to the carrier for accidents provoked intentionally by the victim, nor for those occurring upon boarding or leaving the aircraft when it is parked or in motion, when there is gross negligence on the part of the victim or violations by him of the safety regulations.

Article 269. In the case of successive or combined transportation, the carrier accepting passengers, baggage or cargo for carriage, is liable to the successive carriers. The carrier shall be subject to the provisions of this Law and shall be considered as a party to the contract of transportation.

SECTION TWO. DAMAGES TO CHECKED BAGGAGE AND CARGO

Article 270. Damages to checked baggage and cargo. The carrier is under duty to compensate for damages and losses resulting from the loss, destruction, injury or delay to the cargo or checked baggage, if the act causing the damage took place during the period between the time in which the cargo or checked baggage was placed in the custody of the carrier at the place of departure up to the time in which they were received in customs, or other place for receipt at the location pro-