

*Art. 1002.* (Aircraft in a hangar.) The insurer of an aircraft during the time when it is in a hangar or some other enclosed areas shall be held liable only for fire risks.

*Art. 1003.* (Damage to flight instruments and to the motor-propulsion group.) The insurer of an aircraft shall not be held liable for damages to instruments on board which are not caused by flight accidents.

Likewise, the insurer may not be held liable for damages to the engines, radiator, oil and fuel tanks, to propellers as well as to all other parts necessary for the normal functioning and protection of the engine itself which were not due to external causes which upset normal functioning of the aircraft.

However, the insurer shall be held liable for damages due to accidents caused by one of the above mentioned breakdowns.

*Art. 1004.* (Duration of aircraft insurance by the trip.) Aircraft insurance stipulated by the trip shall be in effect from the start of the takeoff maneuvers to the termination of those for handling at the place of destination.

The insurance shall be suspended if the trip is temporarily interrupted unless the interruption is included in the policy or is due to accidents for which the insurer is liable or to atmospheric conditions preventing safe navigation.

Insurance stipulated on the basis of a trip started shall begin at the hour indicated in the contract or, in the absence thereof, at twenty-four hundred hours (midnight) of the day of its conclusion.

*Art. 1005.* (Duration of insurance of goods.) The insurance of goods shall be in effect from the time when the merchandise is taken into consignment by the carrier until the time when it is delivered to the consignee in the warehouses of the carrier and, in any event, not later than 48 hours after its arrival in said warehouses.

If the aircraft on which the merchandise has been loaded cannot continue the trip and the merchandise is forwarded to its destination by land or water transportation, the insurance shall also cover the risks of such transportation.

Insurance stipulated on a trip basis shall start from the hour indicated in the contract or, in its absence, at twenty-four hundred hours (midnight) of the day of its conclusion.

*Art. 1006.* (Abandonment of an aircraft.) The insured may relinquish an aircraft to the insurer and claim indemnity for total loss in the following cases:

- a) when the aircraft is lost or has become totally unable to fly and cannot be repaired, or the means for repairing it on the spot are lacking and cannot be obtained elsewhere, and the aircraft cannot be transported to a place where there are such means;
- b) when an aircraft is presumed destroyed;
- c) when the total repair costs for damages suffered by the aircraft amounts to four-fifths of its insurable value.

*Art. 1007.* (Abandonment of goods.) The insured may abandon merchandise to the insurer and request indemnity for total loss in the following cases:

- a) When the merchandise is totally lost;
- b) when the aircraft is presumed destroyed (lost);