

c) when in the cases provided for in (a) of the preceding Article, 15 days from the date of the loss, or loss of airworthiness have passed for perishable goods, and 30 days for non-perishable goods and the same have not been recovered and forwarded to their destination;

d) When, independently of any cost, the damages for deterioration or loss in quantity constitute more than three-fourths of the insurable value.

Art. 1008. (Abandonment of freight.) The insured may relinquish to the insurer the freight and claim indemnity for total loss in the following cases:

a) when the right to the freight has been totally lost by the insured;

b) when the aircraft is presumed destroyed (lost).

Art. 1009. (Manner of abandoning an aircraft.) The statement of abandonment of an aircraft and that by which the insured declares that he does not want to acquire possession of the aircraft itself, must be made in the forms prescribed in Article 864 and made publicly known in accordance with Article 865 *et seq.*

CHAPTER III. INSURANCE FOR DAMAGES TO THIRD PERSONS ON THE GROUND AND FOR COLLISIONS

SECTION I—COMPULSORY INSURANCE FOR LIABILITY FOR DAMAGES CAUSED TO THIRD PERSON ON THE GROUND

Art. 1010. (Document proving the insurance.) In the insurance for damages to third persons on the ground, in addition to the policy, the insurer must issue to the carrier a statement containing the elements of the insurance for purposes provided for in Article 798.

In the case of disagreement the statement of the document authenticated by the Minister of Aeronautics shall prevail over those contained in the insurance contract with regard to the duration and territorial extension of the insurance.

Art. 1011. (Damages covered.) The insurer shall be liable within the limits and in the measure established in Articles 965 to 967 for damages suffered by third persons on the ground even as consequence of a collision.

Art. 1012. (Damages excluded.) The insurer shall not be liable for damages incurred outside the territorial limits indicated in the statement of the insurer, except when such limits were exceeded because of an Act of God, for purposes of assistance or salvage, or a mistake in piloting, guidance, or navigation.

Likewise, the insurer may not be held liable for damages which are a direct result of armed international conflicts or civil riots.

Damages resulting from fraud and gross negligence of the carrier and his employees and agents, or when fraud and gross negligence of the latter were involved, or when damages result from errors in piloting, guidance or navigation, or when the carrier has taken the proper measures to avoid them, shall be excluded from insurance.

Art. 1013. (Change in the person of the carrier.) In case of a change in the person of the carrier who contracted for the insurance this shall be continued with regard to the new carrier.