



ORD. N° : 55 / 15

ANT. : Carta NP-GAF-NC-RP-2015-081 de Sociedad Concesionaria Nuevo Pudahuel S.A., de fecha 1 de agosto 2015.

MAT. : Devuelve proyectos de pólizas de seguro de catástrofe y de responsabilidad civil y solicita emitirlos en idioma español.

INCL. : Proyectos de pólizas de seguro de catástrofe y de responsabilidad civil.

SANTIAGO, 5 de agosto de 2015

DE : INSPECTOR FISCAL - MOP  
CONCESION AEROPUERTO INTERNACIONAL A. MERINO B. DE SANTIAGO

A : SR. NICOLAS CLAUDE - GERENTE GENERAL  
SOCIEDAD CONCESIONARIA NUEVO PUDAHUEL S.A.

Con relación a las propuestas de pólizas de seguro de catástrofe y de responsabilidad civil presentadas por la Sociedad Concesionaria Nuevo Pudahuel S.A. mediante la carta del Antecedente, comunico a Ud. que se devuelven dichas pólizas por venir redactadas en idioma inglés. Las pólizas deben ser emitidas en idioma español y dar cumplimiento a lo estipulado en los artículos 1.8.7 y 1.8.8 de las Bases de Licitación.

Saluda atentamente a Usted

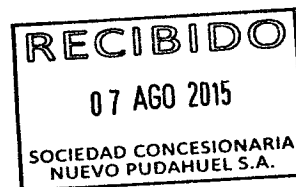
ING. JORGE PACHECO DE LA F.

Inspector Fiscal

Coordinación de Concesiones de Obras Públicas MOP

**DISTRIBUCION:**

- Destinatario
- Archivo Inspector Fiscal MOP



**RISK DETAILS**

**UNIQUE MARKET  
REFERENCE:**

B0901J51512035000

**ATTACHING TO  
DELEGATED  
UNDERWRITING  
CONTRACT  
NUMBER:**

Not Applicable

**TYPE:**

AVIATION WAR, HI-JACKING AND OTHER PERILS LIABILITY  
REINSURANCE

**INSURED:**

Sociedad Concesionaria Nuevo Pudahuel SA and/or SCL Terminal  
Aereo Santiago SA (Empresa Concesionaria) and/or Aéroports de  
Paris Management (ADPM) and/or Vinci Airports and/or Astaldi and/or  
Aeropuerto Internacional Arturo Merino Benitez de Santiago, and/or  
contractors and sub contractors and/or it's shareholders and/or YVR  
Airport Services (CHILE) SA and/or YVR Airport Services (CHILE) Ltd  
(Maintenance and Operations Contractor) and/or owners and partners  
lending banks and other institutions with a direct interest and/or  
Ministry of Public Works and/or General Directorate of Civil Aviation  
(DGCA) for their respective rights and interests.

Address:  
Aeropuerto AMB S/N,  
Pudahuel,  
Santiago

**REINSURED:**

**As required**

Address:  
To be agreed

**PERIOD:**

12 months from 01 October 2015 to 30 September 2016, both days  
inclusive local standard time at the above address of the Original  
Insured.

**INTEREST:**

WHEREAS the Original Insured has in force an Aviation Liability  
Reinsurance (the "Primary Policy" being J51511938) which inter alia  
subject to War, Hi-jacking and Other Perils Exclusion Clause  
(Aviation) AVN.48B, with writebacks (other than paragraph b) in  
accordance with the Extended Coverage Endorsement (Aviation  
Liabilities) AVN52G.

Now this Reinsurance is to pay on behalf of the Original Insured all  
sums which the Original Insured shall become legally liable to pay as  
damages for bodily injury or property damage, caused by an  
occurrence in excess of the Limitation of Liability contained in Section  
3 of the Extended Coverage Endorsement (Aviation Liabilities)  
AVN52G, subject to the Sum Reinsured herein.

**CONDITIONS:**

(continued)

Pursuant to the foregoing reinsurance clause, except as may be provided for herein this reinsurance follows the original policy describing the coverage in effect at inception issued by the Reinsured to the Insured, specifically in respect of which this risk is a reinsurance.

Any reference to the Insurer within Original Conditions means the Reinsured hereon. Any provision within Original Conditions that requires advice to or agreement by the Insurer is also subject hereon to the respective advice to or agreement by the leading reinsurer.

Wordings and Clauses:

Original wording is to be agreed only by the leading reinsurer if its agreement is required herein.

Reinsurance wording is to be agreed only by the leading reinsurer if its agreement is required herein, with Premium section completed 'As agreed with each reinsurer'. Wording endorsements, if any, in respect of contract changes agreed hereunder, are to be agreed only by the leading reinsurer.

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72

The automatic termination, review and cancellation provisions as set out in Extended Coverage Endorsement (Aviation Liabilities) AVN 52G except the cancellation notice period in Section 5(c) thereof changed to 30 days. All Reinsurers to follow leading Reinsurer in the application or any notices under AVN 52G.

Sanctions and Embargo Clause AVN111(R)

**ORIGINAL  
CONDITIONS:**

Original policy per J51511938 and includes inter alia:

Geographical Limits: Worldwide

This Insurance is subject to:

- (a) Noise and Pollution and Other Perils Exclusion Clause AVN 46B;
- (b) Nuclear Risks Exclusion Clause AVN 38B;
- (c) Date Recognition Exclusion Clause AVN 2000A with write back per the Date Recognition Limited Coverage Clause(s) AVN2001A/AVN2002A as Primary Policy;\*\*
- (d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN 72;
- (e) Asbestos Exclusion Clause 2488AGM00003;

**REINSURER  
CONTRACT**

**DOCUMENTATION:** The Risk Details, Information, Security Details and Attachments sections of this document detail the contract terms entered into by the insurer(s) and constitute the contract document.

Any further documentation changing this contract, agreed in accordance with the contract terms, shall form the evidence of such change.

**CERTIFICATES:** JLT Specialty Limited and/or nominated agent(s) are authorised by and on behalf of the reinsurer(s) to issue certificates as evidence of reinsurance to interested parties as may be required subject to the coverage, terms, conditions, limitations, exclusions and excesses of the reinsurance.

Nominated agent(s): None.

**SECURITY DETAILS****REINSURER'S  
LIABILITY:****Reinsurers Liability Clause LMA3333****Reinsurer's liability several not joint -**

The liability of a reinsurer under this contract is several and not joint with other reinsurers party to this contract. A reinsurer is liable only for the proportion of liability it has underwritten. A reinsurer is not jointly liable for the proportion of liability underwritten by any other reinsurer. Nor is a reinsurer otherwise responsible for any liability of any other reinsurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a reinsurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a reinsurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other reinsurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability -**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each reinsurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each reinsurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

participation shall apply in this event. Any change of leader shall be agreed by all other reinsurers.

The effective date of any reduction, termination or changed status shall be at the sole discretion of the Reinsured and shall be subject to advice in writing to the reinsurer, issued via JLT Specialty Ltd, and shall not be prior to the date on which the Reinsured issues such advice. The premium due to the reinsurer as respects that part of their participation which is terminated shall be the earned premium or pro rata of premium (as applicable) up to the date of reduction or of termination. However, in the event that the incurred claims at the effective date of reduction or termination of a reinsurer's participation exceed the earned or pro rata premium (as applicable) due to the reinsurer, any return premium shall be subject to mutual agreement. As used herein, "S&P" refers to "Standard & Poor's Insurance Rating (a division of the McGraw-Hill Companies)" and "AM Best" refers to "A.M. Best Company Inc" or successors of both.

SECURITY AS ATTACHED.

**CONTRACT ADMINISTRATION**

**AND**

**ADVISORY SECTIONS**

**RELATING TO**

**CONTRACT NUMBER**

B0901J51512035000

**CLAIMS**

**ADMINISTRATION:** In the event that an annual claims review meeting or other claims related visit is required by the Insured and is to be attended by the Slip Leader, the associated costs and expenses of such attendance shall be reimbursed by all reinsurers hereon for their respective pro rata shares; not to be reflected in the Insured's overall claims record

**RULES AND EXTENT  
OF ANY OTHER  
DELEGATED CLAIMS**

**AUTHORITY:** None

**EXPERT(S) FEES**

**COLLECTION:** None

**SETTLEMENT DUE**

**DATE:** 60 days from inception - Any amendment to be agreed by Slip Leader only.

**INSTALMENT  
PREMIUM PERIOD  
OF CREDIT:**

30 days from the respective deferred dates if premium is payable in instalments - Any amendment to be agreed by Slip Leader only.

**ADJUSTMENT  
PREMIUM PERIOD  
OF CREDIT:**

60 days from the date any adjustment endorsement is agreed - Any amendment to be agreed by Slip Leader only.

**BUREAU**

**ARRANGEMENTS:** JLT Specialty Limited to present de-linked signings to XIS where possible.

XIS are permitted not to "group" associated de-linked signings. Each individual de-linked signing may be released for settlement to XIS independently of any other associated items.

XIS / XCS are authorised to sign premium and claims for individual reinsureds, territories, reinsurers or class of business sections separately on photocopies of this contract or on For Declaration Only signings issued in respect hereof, where requested by JLT Specialty Limited at any time and without further agreement of reinsurers.

Off-slips as required, to be agreed by the Slip Leader only.

Where a policy document signed by XIS is required:

- XIS are authorised to sign a following policy without sight of the full wording on written confirmation from JLT Specialty Limited that the lead policy wording has been signed or a copy of the signed policy appearing in the Insurers' Market Repository; such following policy shall contain the following co-insurance clause: "This Policy is subject to the same terms, conditions limitations and exclusions as more fully



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To comply with any premium payment terms, the premium for non-bureau reinsurers will be credited within the statement of the month open at either the date the amount is due or the date settlement is received from the client, whichever is the later, subject to the terms and conditions of the contract

Where policy documentation signed by reinsurers or XIS is required, following non-bureau reinsurers hereby authorise JLT Specialty Limited to issue and sign Companies Collective Policy CP2 on their behalf covering identical subject matter and risk as the lead policy once the lead policy is signed, and to hold JLT Specialty Limited harmless for this service.

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**BROKER REMUNERATION & DEDUCTIONS**

**FEE PAYABLE  
BY CLIENT:** No

**TOTAL  
BROKERAGE:** Maximum 25% (or same net)

**OTHER DEDUCTIONS  
FROM PREMIUM:** Subscription Market Brokerage 3.50%

**RISK DETAILS**

**UNIQUE MARKET  
REFERENCE:**

B0901J51511938000

**ATTACHING TO  
DELEGATED  
UNDERWRITING  
CONTRACT  
NUMBER:**

Not Applicable.

**TYPE:**

AIRPORT LIABILITY REINSURANCE

**ORIGINAL  
INSURED:**

Sociedad Concesionaria Nuevo Pudahuel SA and/or SCL Terminal Aereo Santiago SA (Empresa Concesionaria) and/or Aéroports de Paris Management (ADPM) and/or Vinci Airports and/or Astaldi and/or Aeropuerto Internacional Arturo Merino Benitez de Santiago, and/or contractors and sub contractors and/or it's shareholders and/or YVR Airport Services (CHILE) SA and/or YVR Airport Services (CHILE) Ltd (Maintenance and Operations Contractor) and/or owners and partners lending banks and other institutions with a direct interest and/or Ministry of Public Works and/or General Directorate of Civil Aviation (DGCA) for their respective rights and interests.

Address: Aeropuerto AMB S/N, Pudahuel, Santiago

**REINSURED:**

As required

Address: to be confirmed

**PERIOD:**

12 months from 01 October 2015 to 30 September 2016, both days inclusive local standard time at the above address of the Original Insured.

**INTEREST:**

Original Policy Covering:-

To pay on behalf of the Insured all sums, less any applicable deductible, which the Insured shall become legally liable to pay as damages for Bodily Injury and/or Property Damage caused by an Occurrence arising out of the Insured's business as owner and/or operator of the Airport(s) being Arturo Merino Benitez International Airport and subject to the Geographical Limits.

**SUM INSURED:**

Original Policy Sums Insured:

Combined Single Limit (Bodily Injury/Property Damage)

***As Per Premium Matrix*** any one occurrence and in the aggregate in respect of Products Liability.

**DEDUCTIBLES:**

USD 5,000 any one occurrence in respect of Property Damage but USD15,000 any one occurrence in respect of Property Damage to aircraft.

Two Way Cross Liability Clause LSW715.

The exception to Exclusion 3 (a) of policy wording is amended to read as follows:-

- (a) Aircraft or aircraft equipment not owned, rented or leased by the Insured, while such aircraft are on the ground and in the care, custody or control of the Insured for the purpose of storage, servicing, handling or maintenance.

Inadvertent errors, omissions or failure by the Insured to give notice to the Insurers as herein required shall not invalidate the coverage afforded under this Policy provided that any such error, omission or failure is corrected once discovered.

Notwithstanding Exclusion 2 of the policy wording, agreements and contracts entered into by the Insured in accordance with standard International Air Transportation Association (IATA) conditions or those entered into in pursuance of normal commercial operations in accordance with the usual practice of the Insured shall be automatically included without advice to Insurers.

Nothing contained herein shall be construed to extend the coverage of this Policy to risks not otherwise insured hereunder and the inclusion of all such agreements and contracts shall be subject to the terms, conditions, limitations and exclusions of this Policy.

#### **Accepted Contract Values**

Notwithstanding Exclusion 10 of this Policy, Insurers agree to include coverage for contract works subject to the values of such contracts not exceeding USD2,000,000 any one contract without advice to insurers. Contracts with values in excess of this amount shall not be covered hereunder unless such contracts have been notified to and agreed by Insurers.

#### **Emergency Vehicles**

This Policy is extended to apply to Bodily Injury and/or Property Damage caused by an occurrence arising from the use of any emergency vehicle in response to an aviation accident outside the confines of the Airport(s) specified in the Schedule.

This clause shall not apply to Bodily Injury or Property Damage caused by the use of any vehicle on the road in such a manner as to require insurance or security under any domestic or international law governing road traffic.

**TAXES PAYABLE BY  
THE REINSURED  
AND ADMINISTERED  
BY REINSURERS:** None

**TAXES PAYABLE BY  
REINSURERS AND  
ADMINISTERED BY  
THE REINSURED OR  
THEIR AGENT:** None

**RECORDING,  
TRANSMITTING  
AND STORING  
INFORMATION:** Where JLT Specialty Limited maintains risk and claim data, information or documents these may be held electronically.

**REINSURER  
CONTRACT  
DOCUMENTATION:** The Risk Details, Information, Security Details and Attachments sections of this document detail the contract terms entered into by the reinsurer(s) and constitute the contract document.

Any further documentation changing this contract, agreed in accordance with the contract terms, shall form the evidence of such change.

**CERTIFICATES:** JLT Specialty Limited and/or nominated agent(s) are authorised by and on behalf of the reinsurer(s) to issue certificates as evidence of reinsurance to interested parties as may be required subject to the coverage, terms, conditions, limitations, exclusions and excesses of the reinsurance.

Nominated agent(s): None.

SECURITY DETAILS

**REINSURER'S  
LIABILITY:**

Reinsurers Liability Clause LMA3333

Reinsurer's liability several not joint -

The liability of a reinsurer under this contract is several and not joint with other reinsurers party to this contract. A reinsurer is liable only for the proportion of liability it has underwritten. A reinsurer is not jointly liable for the proportion of liability underwritten by any other reinsurer. Nor is a reinsurer otherwise responsible for any liability of any other reinsurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a reinsurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a reinsurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other reinsurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability -

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each reinsurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each reinsurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**ORDER HEREON:** 100 % of 100 % (or to be agreed by the leading reinsurer only).

date on which the Reinsured issues such advice. The premium due to the reinsurer as respects that part of their participation which is terminated shall be the earned premium or pro rata of premium (as applicable) up to the date of reduction or of termination. However, in the event that the incurred claims at the effective date of reduction or termination of a reinsurer's participation exceed the earned or pro rata premium (as applicable) due to the reinsurer, any return premium shall be subject to mutual agreement.

As used herein, "S&P" refers to "Standard & Poor's Insurance Rating (a division of the McGraw-Hill Companies)" and "AM Best" refers to "A.M. Best Company Inc" or successors of both.

SECURITY AS ATTACHED.

**CONTRACT ADMINISTRATION**

**AND**

**ADVISORY SECTIONS**

**RELATING TO**

**CONTRACT NUMBER**

**J51511938**



First IUA company: \_\_\_\_\_

Second Lloyd's syndicate: \_\_\_\_\_  
(or their delegatee)

If the foregoing is not completed by the relevant reinsurer(s) then JLT Specialty Limited are authorised to do so on their behalf

## CLAIMS

**ADMINISTRATION:** Where in scope any claims (including any claims related costs / fees) will be notified and administered via ECF with any payment(s) processed via CLASS, unless JLT Specialty Limited and reinsurers agree to do otherwise.

Liability Adjusters:

Lawyers:

Adjusters and Lawyers as nominated above or to be agreed by the Slip Leader only.

Claims Handling Agreements and Claims Revolving or Administration Funds, if any, and other claims related matters, as expiring and to be agreed by the Slip Leader only.

In the event that an annual claims review meeting or other claims related visit is required by the Insured and is to be attended by the Slip Leader, the associated costs and expenses of such attendance shall be reimbursed by all reinsurers hereon for their respective pro rata shares; not to be reflected in the Insured's overall claims record.

## RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS

**AUTHORITY:** None

## EXPERT(S) FEES

**COLLECTION:** Except for fees paid from any Claims Revolving or Administration Fund agreed hereon, fees are to be collected and paid by JLT Specialty Limited, other than fees relating to hull and spares physical loss or damage claims (if reinsured hereunder) which are to be collected from all reinsurers hereon and paid by a collection agency as and when agreed with Slip Leader only, subject to Professional Fees Clause AVS105A.

## SETTLEMENT DUE

**DATE:** 60 days after inception - Any amendment to be agreed by Slip Leader only.

Collection of any bursary specifically agreed hereunder shall be processed as return premium (without application of any tax or deduction of any brokerage) although such a payment is not actually return premium. Accordingly it will not be reflected in the Insured's overall premium record.

**NON-BUREAU**

**ARRANGEMENTS:** Non bureau companies accept the above bursary provisions.

Collection of any bursary, claims revolving or administration fund, or reinsured's document production fee specifically agreed hereunder may be deducted from any premium settlement.

In order to demonstrate formal subscription to this reinsurance, overseas non-XIS reinsurers hereby authorise JLT Specialty Limited to enter in this contract on behalf of each such reinsurer the respective details of their participation herein in accordance with their accepted terms agreed either on a copy of the contract document or in correspondence with JLT Specialty Limited, Aerospace Division.

In order to demonstrate formal evidence of change(s) to this reinsurance, non-XIS reinsurers hereby authorise JLT Specialty Limited to enter in the contract change document on behalf of each such reinsurer the respective details of their agreement thereto in accordance with their accepted terms agreed either on a copy of the contract change document or in correspondence with JLT Specialty Limited, Aerospace Division.

To comply with any premium payment terms, the premium for non-bureau reinsurers will be credited within the statement of the month open at either the date the amount is due or the date settlement is received from the client, whichever is the later, subject to the terms and conditions of the contract

Where policy documentation signed by reinsurers or XIS is required, following non-bureau reinsurers hereby authorise JLT Specialty Limited to issue and sign Companies Collective Policy CP2 on their behalf covering identical subject matter and risk as the lead policy once the lead policy is signed, and to hold JLT Specialty Limited harmless for this service.

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**BROKER REMUNERATION & DEDUCTIONS**

**FEE PAYABLE  
BY CLIENT:** No

**TOTAL  
BROKERAGE:** Maximum 25% (or same nett)

**OTHER DEDUCTIONS  
FROM PREMIUM:** Subscription Market Brokerage 3.50%

**AIRPORT LIABILITY INSURANCE**

**SOCIEDAD CONCESIONARIA NUEVO PUDAHUEL SA**

**AND AS MORE FULLY SET FORTH ELSEWHERE HEREIN**

**POLICY NUMBER:** \_\_\_\_\_

**PERIOD:      FROM:      1 OCTOBER 2015  
                 TO:        30 SEPTEMBER 2016  
                 BOTH DAYS INCLUSIVE LOCAL STANDARD TIME  
                 AT THE ADDRESS OF THE INSURED**

**Item 7. PREMIUM:**

USD To be agreed

Premium payable in the following instalments in accordance with Premium Payment Clause AVN6A (amended to delete paragraph 2):

**PREMIUM PAYMENT CLAUSE**

1. It is understood and agreed that the premium due at the inception of this Policy shall be payable in the following instalments:  
  
25% due at inception  
25% due within 90 days from inception  
25% due within 180 days from inception  
25% due within 270 days from inception
2. ~~In the event of a claim hereunder which exceeds the instalments of premium paid on this Policy, the instalments of premium then outstanding shall become payable forthwith.~~
3. Notwithstanding any cancellation provision contained within the Policy, in the event that an instalment of premium is not paid by its due date Insurers shall have the right to terminate the cover afforded by the Policy to the Insured and any other party(ies) protected thereby, whether by endorsement or otherwise, by the giving of not less than Thirty (30) days notice in writing to the Insured. Notice shall be deemed to commence from the date such notice is given by the Insurers.

**AVN 6A (Amended) 17.10.96**

**Item 8. NAME AND ADDRESS OF FIRM TO WHOM ALL NOTICES SHALL BE GIVEN:**

Magallanes CIA de Seguros Generales  
Alonso de Cordova 5151,  
Oficina 1801,  
Las Condes,  
Santiago,  
Chile.

7. Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to Bodily Injury or Property Damage insured hereby resulting therefrom.
8. The cost of making good any faulty workmanship but this exclusion shall not apply to Bodily Injury or Property Damage arising out of such faulty workmanship.
9. Bodily Injury or Property Damage caused by the use of any vehicle on the road in such a manner as to require insurance or security under any domestic or international law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle on the public highway.

This exclusion does not apply in respect of any such liability arising from Occurrences within the confines of the Airport(s) specified in Item 5 of the Schedule

(a) if there is no such applicable law

(b) to the liability of the Insured to pay any amount which is in excess of

- (i) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
- (ii) the limit of liability of the insurance policy effected by the Insured in respect of such liability

whichever is the greater.

10. Bodily Injury or Property Damage arising out of construction of, demolition of or alterations to buildings, runways or installations (other than normal maintenance operations).
11. Liability arising out of the operation of an airfield control tower or the provision of air traffic control services.
12. Bodily Injury or Property Damage arising out of any airmeet, air race, or air show or any stand used for the accommodation of spectators in connection therewith.
13. Claims excluded by the attached
  - (a) War, Hi-Jacking and Other Perils Exclusion Clause (Aviation) AVN48B
  - (b) Noise and Pollution and Other Perils Exclusion Clause AVN46B Paragraph 1(b) of the above Clause AVN46B shall not apply to pollution or contamination of goods or products sold or supplied by the Insured.
  - (c) Nuclear Risks Exclusion Clause AVN38B
  - (d) Date Recognition Exclusion Clause AVN2000A
  - (e) Asbestos Exclusion Clause 2488AGM00003
  - (f) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.

## **INSURED**

The term "Insured" means the Insured specified in Item 1 of the Schedule and shall include directors, officers and employees of the Insured whilst acting within the scope of their duties on behalf of the Insured.

## **CONDITIONS PRECEDENT**

It is necessary that the Insured observes and fulfils the following conditions precedent before the Insurers have any liability to make any payments under this Policy.

1. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers who shall be entitled, if they so desire, to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings, and the Insured shall give all such information and assistance as Insurers may require.
2. The Insured shall at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against Occurrences are provided and used.
3. The Insured shall comply with all international and government regulations and civil instructions.

## **GENERAL CONDITIONS**

1. Upon the happening of any event likely to give rise to a claim under this Policy or upon receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to the Insurers as soon as possible after same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.
2. All notices as specified above shall be given by the Insured to the firm named for the purpose in Item 8 of the Schedule.
3. If the Insured has other insurance against loss covered by this Policy, the Insurers shall not be liable for a greater proportion of such loss than the Limit of Liability stated in the Schedule bears to the limit of indemnity of all valid and collectible insurance against such loss.

If the Policy shall be cancelled by Insurers, they shall retain the premium for the period that this Policy has been in force, calculated pro-rata. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

5. Should there be any material change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.
6. An Insured shall not in the presentation and furtherance of any claim:
  - (a) deliberately or recklessly conceal from Insurers any information which such Insured knows or ought to know might be material to their consideration of any claim;
  - (b) provide to Insurers information, which such Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor

## ATTACHMENT ONE

### **WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)**

This Policy does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

AVN48B  
1.10.96



## ATTACHMENT THREE

### NUCLEAR RISKS EXCLUSION CLAUSE

1. This Policy does not cover:

- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1(b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the

## ATTACHMENT FOUR

### DATE RECOGNITION EXCLUSION CLAUSE

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN2000A  
14.03.01

## ATTACHMENT SIX

### **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE**

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

AVN72  
9.2.2000

## ENDORSEMENT THREE

### PERSONAL INJURY EXTENSION

The insurance provided by this Policy extends to indemnify the Insured for legal liability for damages awarded to any person arising out of one or more of the following offences committed during the Policy period but only where such offences are committed in connection with that part of the Insured's aviation operations or interests for which other coverage is granted by the Policy:

1. False arrest, restraint, detention or imprisonment.
2. Malicious prosecution.
3. Wrongful entry, eviction or other invasion of the right of private occupancy.
4. Inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
5. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.
6. Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services but only for or on behalf of the Insured in the provision of emergency medical relief.

The following additional exclusions shall apply to this extension:

- (a) liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement,
- (b) liability arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Insured,
- (c) liability arising out of offence 5 above,
  - (i) if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
  - (ii) if such publication or utterance was made by or at the direction of the Insured with the knowledge of the false nature thereof,
- (d) liability directly or indirectly related to the past, present or potential employment of any person by the Insured.

The limit of liability applicable to this extension shall be USD 25,000,000 any one offence in the annual aggregate being within the overall Policy limit and not in addition thereto.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

**AVN 60A 24.12.2004**

## ENDORSEMENT FIVE

### SANCTIONS AND EMBARGO CLAUSE

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

**AVN 111 01.10.10**

**6. Additional Insureds**

Aeropuerto Internacional Arturo Merino Benitez de Santiago and/or contractors and sub contractors and/or it's shareholders and/or YVR Airport Services (CHILE) SA and/or YVR Airport Services (CHILE) Ltd (Maintenance and Operations Contractor) and/or owners and partners lending banks and other institutions with a direct interest and/or Ministry of Public Works and/or General Directorate of Civil Aviation (DGCA) are included hereon as Additional insureds for their respective rights and interests.

**7. Other Insurance**

The insurance afforded by this policy shall be excess of other more specific insurance and then only to the extent necessary so that the total limits of liability of the Insurers and the underwriters of the other more specific insurance combined shall be no more than the limits of the Insurers liability set forth in this Insurance.

In the event that the other more specific insurance does not afford coverage to the Insured for any reason, other than through insolvency of the underwriters of such Insurance, this Policy, subject to it's terms, conditions, limitations and exclusions, shall apply as primary Insurance, as expiry.

**SUBJECT TO THE POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS.**

**AVIATION WAR, HI-JACKING AND OTHER PERILS LIABILITY INSURANCE**

**SOCIEDAD CONCESIONARIA NUEVO PUDAHUEL SA**

**AND AS MORE FULLY SET FORTH ELSEWHERE HEREIN**

**POLICY NUMBER: \_\_\_\_\_**

**PERIOD:      FROM:      1 OCTOBER 2015  
                 TO:          30 SEPTEMBER 2016  
                 BOTH DAYS INCLUSIVE LOCAL STANDARD TIME  
                 AT THE ADDRESS OF THE INSURED**

**Item 5. Primary Policy Details and Limits**

Primary Insurers :

To be agreed \_\_\_\_\_

Policy Number :

\_\_\_\_\_

Primary Limit :

As stated in Item 4.(a) above.

**Item 6. Geographical Limits**

As stated in the Primary Policy.

**Item 7. Premium**

USD \_To be agreed \_\_\_\_\_

The premium due at the inception of this insurance is payable in full at inception, to Insurers.

**Item 8. Address for Notices**

All notices pursuant to the terms and conditions of this Policy shall be given to:



## **Definitions**

1. The term "Ultimate Net Loss" means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and other valid and collectible insurances, excepting however the Primary Policy, and shall exclude all Costs.
2. The term "Costs" means interest accruing after entry of judgement, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured).

## **Conditions**

### **1. Cancellation**

This Policy is subject to, and shall be deemed to incorporate the same Automatic Termination and Review and Cancellation provisions as are set out in the Extended Coverage Endorsement (Aviation Liabilities) as stated in Item 3. of the Policy Schedule, except that the cancellation notice period in paragraph 5.(c) of that Endorsement is amended, for the purpose of this Policy, to thirty (30) days.

### **2. Incurring of Costs**

In the event of claim or claims arising which appear likely to exceed the Primary Limit, no Costs shall be incurred by the Insured without the consent of the Insurers.

### **3. Apportionment of Costs**

Costs incurred by or on behalf of the Insured with the consent of the Insurers, and for which the Insured is not covered by the Primary Insurers, shall be apportioned as follows:-

- (a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary Limit, then no Costs shall be payable by the Insurers.
- (b) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Primary Limit, then the Insurers, if they consent to the proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Insured in the ratio that their proportion of the Ultimate Net Loss as finally adjusted bears to the whole amount of such Ultimate Net Loss.

#### **PROVIDED ALWAYS THAT:**

- (i) Should the Insurers' proportion of the Ultimate Net Loss equal the limit as set forth in Item 4.(b) of the Policy Schedule then no Costs shall be payable by the Insurers.
- (ii) In no event shall the Costs payable by Insurers exceed the limit as set forth in Item 4.(b) of the Policy Schedule less their proportion of the Ultimate Net Loss.
- (c) In the event that the Insured elects not to appeal a judgement in excess of the Primary Limit the Insurers may elect to conduct such appeal at their own cost and expense and

## **7. Notification of Claims**

In the event of an occurrence likely to give rise to a claim hereunder notice shall be given by the Insured to the Insurers via the address set forth in Item 8. of the Policy Schedule as soon as reasonably possible.

## **8. Fraudulent Claims**

An Insured shall not in the presentation and furtherance of any claim:

- (a) deliberately or recklessly conceal from Insurers any information which he knows or ought to know might be material to their consideration of any claim;
- (b) provide to Insurers information, which he knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
- (c) otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.

In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to such Insured.

In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:

- (i) terminate the cover provided by all sections of the Policy to such Insured with effect from the date of the event relied upon for the claim;
- (ii) recover any sums paid to such Insured in respect of losses occurring on or after the date of the event relied upon for the claim; and
- (iii) retain any and all premium paid by such Insured.

If any provision of this clause is in conflict with the law governing the Policy it shall be of no effect to the extent of such conflict.

**AVN 100 26.7.08**

## **9. Law and Jurisdiction**

This shall be governed by and construed in accordance with the law of the Insured's country of domicile and each party agrees to submit to the exclusive jurisdiction of the courts of the Insured's country of domicile in any dispute arising hereunder.

## Attachment Number 1

### NUCLEAR RISKS EXCLUSION CLAUSE

- (1) This Policy does not cover:
- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from:
- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - (c) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:
- (i) depleted uranium and natural uranium in any form;
  - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

## **Attachment Number 2**

### **NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE**

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
  - (a) claims excluded by Paragraph 1 or
  - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
  - (i) damages awarded against the Insured and
  - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

**AVN 46B (1.10.96)**

## **Endorsement Number 1**

### **SANCTIONS AND EMBARGO CLAUSE**

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

**AVN 111 01.10.10**