**Grupo Mexicano de Seguros, S.A. de C.V.** Av. Insurgentes Sur, 1605, piso 25 San Jose Insurgentes Mexico, D.F. 03900 Tel. (52 5) 480 4000 Fax (52 5) 662 9714 Fax (52 5) 662 9716

## RENEWAL

# GMX Liability Insurance\* Professional Liability for Health Institutions

\*Trade Mark

Policy <b>MD-SDS-41001</b> Seguros", insures:	89-000-05 Grupo Mexicano de Seguros, S.A. de C.V.	hereinafter named "GMX
Insured:	AIR ONE AMBULANCE, S.A. DE C.V.	
Collecting Address:	PARRAS Nº 234, MITRAS CENTRO, MONTERREY	
Entity/ Area Code:	NUEVO LEÓN, 64460	<b>TPI</b> : AOA0708094F8
Broker	(1033) FERMIN MAISTERRENA LLAGUNO	
Term	365 Days	
From To	February 11 <sup>th</sup> , 2013, at 12:00 hours, (noon) in Mexico City February 11 <sup>th</sup> , 2014, at 12:00 hours, (noon) in Mexico City	
Currency	US Dollars	Payment: Quarterly

L	iability Limit:	\$2'000,000.00
	nsured Risk:	General and Professional Liability according to attached conditions
E	Establishment:	Clinics/Other Services
E	Description:	Ambulance
S	Specialty:	International Service- Air transport-Basic
		-

	Net Premium	Surcharge	Rights	VAT	Total
Premium	\$3,088.00	\$65.16	\$20.00	\$507.71	\$3,680.87
First Receipt	\$772.00	\$16.29	\$20.00	\$129.33	\$937.62
0Subsequent	\$772.00	\$16.29	\$0.00	\$126.13	\$914.42

The Insured and GMX Seguros expressly declare that the insurance contract herein is a non-adhesion contract, but that both, with the intervention of an intermediary properly authorized by National Insurance and Bonds Commission, have agreed its conditions and clauses freely.

By the previous declaration this contract is not included within the assumption established in the article 36-B of the General Law of Insurance Institutions and Mutual Societies and, therefore, does not require to be registered before the National Insurance and Bonds Commission.

In witness whereof, Grupo Mexicano de Seguros, S.A. de C.V. signs the policy herein in Mexico, D.F. on February 25<sup>th</sup>, 2013.

Authorized Signature

English version of this policy is provided as a courtesy, therefore the Spanish text/wording shall have legal effect and must prevail over the English translation in case of discrepancy.

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RENEWAL	GMX Liability Insurance*	
	Professional Liability for Health Institutions	*Trade Mark

## Specification that is attached and integral part of the Policy MD-SDS-4100189-000-05

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Risk Location	General Data
1 Company	AIR ONE AMBULANCE, S.A. DE C.V.
Address:	PARRAS 234 MITRAS CENTRO 64460 MONTERREY NUEVO LEÓN
Seismic zone: Hurricane zone: Line of business:	A B (740.1) 740.1 – Hospitals
Floors: Construction type:	1 Full solid

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# **GMX Liability Insurance\***

# **Professional Liability for Health Institutions**

\*Trade Mark

Specification that is attached and integral part of the Policy MD-SDS-4100189-000-05

Total Values Section IV PROFESSIONAL LIABILITY Liability				
Risk	Sum Insured	Deductible	Coinsurance	
Premises and Operations Professional Liability	Covered \$2,000,000.00	As attached specification	Not applicable	
Total	\$2'000,000.00			

## Specification that is attached and part of the Policy № MD-SDS-4100189-000-05

### Insured risk:

General and Professional Liability for Air One Ambulance, S.A. de C. V. GMX Seguros is committed to pay the compensation the Insured owes a damaged third party as a consequence of one or more acts carried out without willful misconduct, being this by serious fault or the use of dangerous products that cause a damage stated in the policy herein due to the service of aerial ambulance, steady patients transport to his home place after any accident or illness, or transfer to any kind of treatment or surgeon, to some hospital.

For liability coverage, damages include: bodily injuries, illness, death, as well as wear and tear or destruction of goods. The resulting damages and moral damages will only be covered when arising from a direct and immediate consequence of aforementioned damages.

### Coverages:

- 1. Professional liability of medical service previously described, by any fact arising from negligence or malpractice of medical profession if aiming to conserve and preserve life and health, as long as carried out inside the premises of such. This insurance is extended to cover the professional liability of employees and workers whilst in their proper work according to the activities stated in this insurance.
- 2. Premises and operations by the activity previously described, in the possession, use or maintenance of the premises in which the Insured develops the activities concerning to this insurance.

### Jurisdiction

Operations and insurance within Mexican Republic and in accordance to Mexican Right

### **Excluded Perils**

- Liabilities arising from possession, operation or use of aircrafts or aeronautical devices.
- Liabilities caused by damages/injuries to patients transported on board of described aircrafts as a result of the non-accomplishment of the flight due to climatic or mechanical conditions.
- Liabilities arising from aerial accidents.
- Damages/injuries caused to patients due to violation of established protocols, specifications, rules and/or regulations for the attention of the patients while the airship is in flight.

#### Indemnity Basis

Policy herein applies according the established in item b) of Article 145 bis of the Law on the Insurance Contract, to cover the compensation the Insured owes a third for facts occurred while the policy is in due force, as far as the claim is made for the first time and in writing to the Insured or to GMX Seguros, during the term or within the following year to its expiring date.

It is clarified that in the event of claim, the limits and conditions prevailing in the policy that corresponds to the claim year shall apply thereat, scilicet, the conditions of the policy in force at the time of the claim is made to the Insured or GMX Seguros, whichever occurs first and being subject to the clauses stated in aforementioned policy.

# Specification that is attached and part of the Policy N<sup>o</sup> MD-SDS-4100189-000-05

It is clarified that in this case, the provisions of the preamble and subparagraph (b) of Clause 1 of Chapter I of the policy (General conditions) are amended to read as follows:

### "Preamble:

The present insurance contract is held in accordance with item b) of article 145 bis of the Law on the Insurance Contract to cover the settlement the Insured owes a third party for facts occurred from October 11, 2010, as long as the claim is made for the first time and in writing to the Insured or to GMX Seguros during the current term of the policy.

### Chapter I, Clause 1:

"b) Indemnity basis

The insurance herein covers the settlement the Insured owes a third party in accordance to the conditions agreed in this contract for events occurred from October 11, 2010, as long as the claim is made for the first time and in writing to the Insured or to GMX Seguros during the current term of the policy."

Retroactive date: February 11<sup>th</sup>, 2008

## Deductibles in charge of the Insured

- **Bodily injuries:** No deductible
- For property damage to third parties: 10% each and every claim with minimum of USD\$2,500.00

#### Legal defense expenses of the Insured

The payment of legal defense costs of the Insured and within the limit of liability under this policy is insured by GMX Seguros

Aforementioned expenses include judicial and extrajudicial procedures, as well as the claims analysis of third parties, even though they are inadmissible, the bonding premiums required procedurally and the cautions, these last ones are limited to 25% of sum insured contracted and stated in the schedule of the policy.

#### Special clauses:

Although the Insured is providing any service out of Mexican Republic, the insurance hereto shall continue its coverage according to Mexican law.

The Insured is committed to fulfill with all security measures and operation and control protocols stated in the risk administration report of GMX Seguros.

In the event that this warranty is not observed, such shall be considered an essential risk aggravation and the consequences established in articles 52 and 55 of the Insurance Contract Law shall apply hereto.

# Specification that is attached and part of the Policy N<sup>o</sup> MD-SDS-4100189-000-05

The net premium is a minimum deposit premium taking into account 22 transfers at the beginning. The Insured is committed to declare during following 15 days of each expiring quarter the number of transfers carried out during said period, specifying origin, destiny and name of transported patient. GMX Seguros shall apply an adjustment premium of USD\$ 110.00 plus VAT per transfer.

NOTE: THE SPANISH WORDING SHALL HAVE LEGAL EFFECT AND SHALL PREVAIL OVER THE ENGLISH TRANSLATION IN CASE OF DISCREPANCY.