

**LIABILITY OF CARRIERS**

LAWS APPLICABLE - 71

(A) LAWS AND PROVISIONS APPLICABLE

- (1) CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS RELATING TO LIABILITY ESTABLISHED BY THE MONTREAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR SIGNED AT MONTREAL, 28 MAY, 1999, OR THE WARSAW CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR SIGNED AT WARSAW, 12 OCTOBER 1929, AS AMENDED AND SUPPLEMENTED, UNLESS SUCH CARRIAGE IS NOT "INTERNATIONAL CARRIAGE" AS DEFINED BY THE APPLICABLE CONVENTION.
- (2) TO THE EXTENT NOT IN CONFLICT WITH THE PROVISIONS OF PARAGRAPH (1) ABOVE, ALL CARRIAGE UNDER THIS TARIFF AND OTHER SERVICES PERFORMED BY CARRIER ARE SUBJECT TO:
  - (a) APPLICABLE LAWS (INCLUDING NATIONAL LAWS IMPLEMENTING THE CONVENTION OR EXTENDING THE RULES OF THE CONVENTION TO CARRIAGE WHICH IS NOT "INTERNATIONAL CARRIAGE" AS DEFINED IN THE CONVENTION), GOVERNMENT REGULATIONS, ORDERS AND REQUIREMENTS
  - (b) PROVISIONS SET FORTH IN THE PASSENGER'S TICKET
  - (c) APPLICABLE TARIFFS; AND
  - (d) EXCEPT IN TRANSPORTATION BETWEEN A PLACE IN THE UNITED STATES AND ANY PLACE OUTSIDE THEREOF, CONDITIONS OF CARRIAGE, REGULATIONS AND TIMETABLES (BUT NOT THE TIMES OF DEPARTURE AND ARRIVAL THEREIN SPECIFIED) OF CARRIER, WHICH MAY BE INSPECTED AT ANY OF ITS OFFICES AND AT AIRPORTS FROM WHICH IT OPERATES REGULAR SERVICES.
- (3) CARRIER'S NAME MAY BE ABBREVIATED IN THE TICKET AND CARRIER'S ADDRESS SHALL BE THE AIRPORT OF DEPARTURE SHOWN OPPOSITE THE FIRST ABBREVIATION OF CARRIER'S NAME IN THE TICKET; AND FOR THE PURPOSE OF THE CONVENTION, THE AGREED STOPPING PLACES ARE THOSE PLACES, EXCEPT THE PLACE OF DEPARTURE AND THE PLACE OF DESTINATION SET FORTH IN THE TICKET AND ANY CONJUNCTION TICKET ISSUED THEREWITH OR AS SHOWN CARRIER'S TIMETABLE AS SCHEDULED STOPPING PLACES ON THE PASSENGER'S ROUTE. A LIST GIVING THE FULL NAME AND ITS ABBREVIATION OF EACH CARRIER CONCURRING IN THIS TARIFF IS SET FORTH IN THE FRONT OF THIS TARIFF.
- (4) FOR THE PURPOSE OF INTERNATIONAL CARRIAGE GOVERNED BY THE MONTREAL CONVENTION, THE LIABILITY RULES SET OUT IN THE MONTREAL CONVENTION ARE FULLY INCORPORATED HEREIN AND SHALL SUPERSEDE AND PREVAIL OVER ANY PROVISIONS OF THIS TARIFF WHICH MAY BE INCONSISTENT WITH THOSE RULES.

LIMITATION OF LIABILITY – 72

(B) LIMITATION OF LIABILITY

- EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE;
- (1) CARRIER IS NOT LIABLE FOR ANY DEATH, INJURY, DELAY, LOSS OR CLAIM OF WHATSOEVER NATURE (HEREINAFTER IN THIS TARIFF COLLECTIVELY REFERRED TO AS "DAMAGE", ARISING OUT OF OR IN CONNECTION WITH CARRIAGE OR OTHER SERVICES PERFORMED BY CARRIER INCIDENTAL THERETO, UNLESS SUCH DAMAGE IS PROVED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL FAULT OF CARRIER AND THERE HAS BEEN NO CONTRIBUTORY NEGLIGENCE OF THE PASSENGER.

- (2) UNDER NO CIRCUMSTANCES WILL CARRIER BE LIABLE FOR DAMAGE TO UNCHECKED BAGGAGE NOT ATTRIBUTABLE TO NEGLIGENCE OF CARRIER. ASSISTANCE RENDERED THE PASSENGER BY CARRIER'S EMPLOYEES IN LOADING, UNLOADING OR TRANSSHIPPING UNCHECKED BAGGAGE SHALL BE CONSIDERED AS GRATUITOUS SERVICE TO THE PASSENGER.
- (3) CARRIER IS NOT LIABLE FOR ANY DAMAGE DIRECTLY AND SOLELY ARISING OUT OF ITS COMPLIANCE WITH ANY LAWS OR WITH GOVERNMENTAL REGULATIONS, ORDERS OR REQUIREMENTS, OR FROM FAILURE OF THE PASSENGER TO COMPLY WITH SAME, OR OUT OF ANY CAUSE BEYOND THE CARRIER'S CONTROL.
- (4) THE CARRIER SHALL AVAIL ITSELF OF THE LIMITATION OF LIABILITY PROVIDED IN THE APPLICABLE CONVENTION SAVE THAT THE FOLLOWING CONDITIONS APPLY TO LIABILITY FOR DAMAGE SUSTAINED IN THE EVENT OF THE DEATH OR WOUNDING OF A PASSENGER OR ANY OTHER BODILY INJURY SUFFERED BY A PASSENGER IF THE ACCIDENT WHICH CAUSED THE DAMAGE SO SUSTAINED TOOK PLACE ON BOARD AN AIRCRAFT OR IN THE COURSE OF ANY OF THE OPERATIONS OF EMBARKING OR DISEMBARKING.
  - (a) CARRIER'S LIABILITY IS NOT SUBJECT TO ANY FINANCIAL LIMIT, BE IT DEFINED BY LAW, CONVENTION OR CONTRACT.
  - (b) CARRIER SHALL BE LIABLE FOR THE FIRST 113,000 SPECIAL DRAWING RIGHTS OF ANY CLAIM, SUBJECT TO APPLICATION OF ARTICLE 20 OF THE MONTREAL CONVENTION OR ARTICLE 21 OF THE WARSAW CONVENTION AS APPLICABLE.
  - (c) FOR CLAIMS IN EXCESS OF THIS 113,000 SPECIAL DRAWING RIGHTS LIMIT, CARRIER MAY ALSO BE EXONERATED IF:
    - (i) IN THE CASE OF APPLICATION OF THE MONTREAL CONVENTION, IT CAN PROVE THAT THE DAMAGE WAS DUE TO NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF THE CARRIER OR ITS SERVANTS OR AGENTS OR DUE SOLELY TO THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF A THIRD PARTY, OR
    - (ii) IN CASE OF APPLICATION OF THE WARSAW CONVENTION, IT CAN PROVE THAT IT AND ITS AGENTS TOOK ALL NECESSARY MEASURES TO AVOID THE DAMAGE OR THAT IT WAS IMPOSSIBLE FOR IT OR THEM TO TAKE SUCH MEASURES.
  - (d) CARRIER WILL WITHOUT DELAY, AND IN ANY EVENT NOT LATER THAN 15 DAYS AFTER THE IDENTITY OF THE NATURAL PERSON ENTITLED TO COMPENSATION HAS BEEN ESTABLISHED, MAKE SUCH ADVANCE PAYMENTS AS MAY BE REQUIRED TO MEET IMMEDIATE ECONOMIC NEEDS ON A BASIS PROPORTIONAL TO THE HARDSHIP SUFFERED WHICH, IN THE EVENT OF DEATH, WILL BE AT LEAST 16,000 SPECIAL DRAWING RIGHTS PER PASSENGER.
  - (e) MAKING AN ADVANCE PAYMENT AS PROVIDED IN 4(d) SHALL NOT CONSTITUTE RECONGNITION OF LIABILITY AND MAY BE OFF-SET AGAINST ANY SUBSEQUENT SETTLEMENT OR JUDGEMENT. THE PAYMENT SHALL BE NON-RETURNED UNLESS:
    - (i) CARRIER PROVES THAT THE DAMAGE WAS CAUSED BY, OR CONTRIBUTED TO BY, THE NEGLIGENCE OF THE INJURED OR DECEASED PASSENGER, OR
    - (ii) WHERE IT IS SUBSEQUENTLY PROVED THAT THE PERSON WHO RECEIVED THE ADVANCE PAYMENT WAS NOT THE PERSON ENTITLED TO COMPENSATION; OR
    - (iii) IT IS SUBSEQUENTLY PROVED THAT THE PERSON WHO RECEIVED THE ADVANCE PAYMENT CAUSED, OR CONTRIBUTED TO, THE DAMAGE BY NEGLIGENCE.
- (5) {X}
- (6) ANY LIABILITY OF CARRIER FOR DELAY OF PASSENGER SHALL NOT EXCEED THE LIMITATION SET FORTH IN THE APPLICABLE CONVENTION.

- (7) UNLESS A HIGHER VALUE IS DECLARED IN ADVANCE AND ADDITIONAL CHARGES ARE PAID PURSUANT TO CARRIER'S TARIFF, ANY LIABILITY OF CARRIER FOR LOSS OF OR DAMAGE OR DELAY TO BAGGAGE IS LIMITED;
  - (a) IN THE CASE OF APPLICATION OF THE MONTREAL CONVENTION TO 1,131 SPECIAL DRAWING RIGHTS, OR
  - (b) IN THE CASE OF APPLICATION OF THE WARSAW CONVENTION, TO 17 SPECIAL DRAWING RIGHTS PER KILOGRAM (AS APPLICABLE LAW MAY REQUIRE) IN THE CASE OF CHECKED BAGGAGE AND 322 SPECIAL DRAWING RIGHTS IN THE CASE OF UNCHECKED BAGGAGE. IN NO CASE SHALL CARRIER'S LIABILITY EXCEED THE ACTUAL LOSS SUFFERED BY THE PASSENGER. ALL CLAIMS ARE SUBJECT TO PROOF OF AMOUNT OF LOSS.
- (8) IN THE EVENT OF DELIVERY TO THE PASSENGER OF PART BUT NOT ALL OF HIS CHECKED BAGGAGE (OR IN THE EVENT OF DAMAGE TO PART BUT NOT ALL OF SUCH BAGGAGE) THE LIABILITY OF THE CARRIER WITH RESPECT TO THE NOT DELIVERED (OR DAMAGED) PORTION SHALL BE REDUCED PROPORTIONATELY ON THE BASIS OF WEIGHT OR SIZE, NOTWITHSTANDING THE VALUE OF ANY PART OF THE BAGGAGE OR CONTENTS THEREOF.
- (9) CARRIER IS NOT LIABLE FOR DAMAGE TO A PASSENGER'S BAGGAGE CAUSED BY PROPERTY CONTAINED IN THE PASSENGER'S BAGGAGE. ANY PASSENGER WHOSE PROPERTY CAUSED DAMAGE TO ANOTHER PASSENGER'S BAGGAGE OR TO THE PROPERTY OF CARRIER SHALL INDEMNIFY CARRIER FOR ALL LOSSES AND EXPENSES INCURRED BY CARRIER AS A RESULT THEREOF.
- (10) LIABILITY FOR FRAGILE, IRREPLACEABLE OR PERISHABLE ARTICLES VS ASSUMES NO LIABILITY FOR FRAGILE, PERISHABLE, OR IRREPLACEABLE ARTICLES INCLUDING BUT NOT LIMITED TO MONEY, JEWELRY, ELECTRONIC AND PHOTOGRAPHIC EQUIPMENT, SILVERWARE, NEGOTIABLE PAPERS, SECURITIES, BUSINESS DOCUMENTS, SAMPLES, PAINTINGS, ANTIQUES, ARTIFACTS, MANUSCRIPTS, PUBLICATIONS, LIQUIDS OR DAMAGES CAUSED BY SUCH ARTICLES, INCLUDED IN A PASSENGER'S BAGGAGE, WITH OR WITHOUT THE KNOWLEDGE OF VS.
- (11) CARRIER WILL REFUSE TO ACCEPT ANY ARTICLES WHICH DO NOT CONSTITUTE BAGGAGE AS SUCH TERM IS DEFINED HEREIN, BUT IF DELIVERED TO AND RECEIVED BY CARRIER, SUCH ARTICLES SHALL BE DEEMED TO BE WITHIN THE BAGGAGE VALUATION AND LIMIT OF LIABILITY AND SHALL BE SUBJECT TO THE PUBLISHED RATES AND CHARGES OF CARRIER.
- (12) LIABILITY - SERVICES OF OTHER AIRLINES
  - (a) A CARRIER ISSUING A TICKET OR CHECKING BAGGAGE FOR CARRIAGE OVER THE LINES OF OTHERS DOES SO ONLY AS AGENT.
  - (b) NO CARRIER SHALL BE LIABLE FOR THE DELAY OF A PASSENGER, OR THE LOSS, DAMAGE OR DELAY OF UNCHECKED BAGGAGE, NOT OCCURRING ON ITS OWN LINE; AND NO CARRIER SHALL BE LIABLE FOR THE LOSS, DAMAGE OR DELAY OF CHECKED BAGGAGE NOT OCCURRING ON ITS OWN LINE, EXCEPT THAT THE PASSENGER SHALL HAVE A RIGHT OF ACTION FOR SUCH LOSS, DAMAGE OR DELAY ON THE TERMS HEREIN PROVIDED AGAINST THE FIRST CARRIER OR THE LAST CARRIER UNDER THE AGREEMENT TO CARRY.
  - (c) NO CARRIER SHALL BE LIABLE FOR THE DEATH OR INJURY OF A PASSENGER NOT OCCURRING ON ITS OWN LINE.
- (13) CARRIER SHALL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGE ARISING FROM CARRIAGE SUBJECT TO THIS TARIFF, WHETHER OR NOT CARRIER HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

- (14) WHENEVER THE LIABILITY OF CARRIER IS EXCLUDED OR LIMITED UNDER THESE CONDITIONS, SUCH EXCLUSION OR LIMITATION SHALL APPLY TO AGENTS, SERVANTS OR REPRESENTATIVES OF THE CARRIER AND ALSO ANY CARRIER WHOSE AIRCRAFT IS USED FOR CARRIAGE AND ITS AGENTS, SERVANTS OR REPRESENTATIVES.

GRATUITOUS TRANSPORTATION – 73

(C) GRATUITOUS TRANSPORTATION

- (1) GRATUITOUS TRANSPORTATION BY CARRIER OF PERSONS IS HEREINAFTER DESCRIBED SHALL BE GOVERNED BY ALL THE PROVISIONS OF THIS RULE, EXCEPT SUBPARAGRAPHS (2) AND (3) WHICH FOLLOW, AND BY ALL OTHER APPLICABLE RULES OF THIS TARIFF.
- (a) TRANSPORTATION OF PERSONS INJURED IN AIRCRAFT ACCIDENTS ON THE LINES OF CARRIER AND PHYSICIANS AND NURSES ATTENDING SUCH PERSONS.
  - (b) TRANSPORTATION OF PERSONS, THE OBJECT OF WHICH IS THAT OF PROVIDING RELIEF IN GENERAL EPIDEMICS, PESTILENCE OR OTHER CALAMITOUS VISITATION.
  - (c) TRANSPORTATION OF PERSONS, WHICH, IS REQUIRED BY AND AUTHORIZED PURSUANT TO PART 223 OF THE ECONOMIC REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION.
  - (d) TRANSPORTATION OF PERSONS WHICH IS SUBJECT TO THE CONVENTION.
  - (e) TRANSPORTATION OF OFFICERS, EMPLOYEES AND SERVANTS OF CARRIER TRAVELING IN THE COURSE OF THEIR EMPLOYMENT AND IN THE FURTHERANCE OF CARRIER'S BUSINESS.
- (2) EXCEPT IN RESPECT OF GRATUITOUS TRANSPORTATION OF PERSONS DESCRIBED IN PARAGRAPH (1) ABOVE, CARRIER IN FURNISHING GRATUITOUS TRANSPORTATION SHALL NOT BE LIABLE (THE PROVISIONS OF (B)(4) THROUGH (B)(12) TO THE CONTRARY NOTWITHSTANDING) UNDER ANY CIRCUMSTANCES WHETHER OF ITS OWN NEGLIGENCE OR THAT OF ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR OTHERWISE, AND THE PERSON USING SUCH FREE TRANSPORTATION, ON BEHALF OF HIMSELF, HIS HEIRS, LEGAL REPRESENTATIVES, DEFENDANTS AND OTHER PARTIES IN INTEREST, AND THEIR REPRESENTATIVES, ASSIGNEES, RELEASES AND AGREES TO IDEMNIFY CARRIER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL LIABILITY (INCLUDING COST AND EXPENSES), FOR ANY AND ALL DELAY, AND FOR FAILURE TO COMPLETE PASSAGE, AND FROM ANY AND ALL LOSS OR DAMAGE TO THE PROPERTY OF SUCH PERSON.
- (3) EXCEPT IN RESPECT OF GRATUITOUS TRANSPORTATION OF PERSONS DESCRIBED IN PARAGRAPH (1) ABOVE, CARRIER IN FURNISHING GRATUITOUS TRANSPORTATION SHALL NOT BE LIABLE (THE PROVISIONS OF (B)(4) THROUGH (B)(12) TO THE CONTRARY NOTWITHSTANDING) UNDER ANY CIRCUMSTANCES WHETHER OF ITS OWN NEGLIGENCE OR THAT OF ITS OFFICERS, AGENTS, REPRESENTATIVES OR EMPLOYEES, OR OTHERWISE, AND THE PERSON USING SUCH FREE TRANSPORTATION, ON BEHALF OF HIMSELF, HIS HEIRS, LEGAL REPRESENTATIVES, DEFENDANTS AND OTHER PARTIES IN INTEREST, AND THEIR REPRESENTATIVES, ASSIGNEES, RELEASES AND AGREES TO IDEMNIFY CARRIER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL LIABILITY (INCLUDING COST AND EXPENSES) FOR ANY AND ALL DEATH OR INJURY, TO SUCH PERSON (SEE NOTE). NOTE: EXCEPT TO THE EXTENT PROVIDED IN (B)(4) WITH RESPECT TO THIS TARIFF, ISSUED BY AIRLINE TARIFF PUBLISHING COMPANY, INC., AGENT, RULES AFFECTING LIABILITY OF CARRIERS FOR PERSONAL INJURY OR DEATH ARE NOT PERMITTED TO BE INCLUDED IN TARIFFS FILED PURSUANT TO THE LAWS OF THE UNITED STATES, AND (C)(3) IS INCLUDED HEREIN AS PART OF THE TARIFF FILED WITH GOVERNMENTS OTHER THAN THE UNITED

---

STATES AND NOT AS PART OF THIS TARIFF FILED WITH THE DEPARTMENT OF  
TRANSPORTATION.

OVERDING LAW/MODIFY WAIVER – 74

(D) OVERRIDING LAW, MODIFICATION AND WAIVER

(1) OVERRIDING LAW

INSOFAR AS OTHER PROVISION CONTAINED OR REFERRED TO IN THE TICKET OR IN THIS  
TARIFF MAY BE CONTRARY TO MANDATORY LAW, GOVERNMENT REGULATIONS, ORDERS,  
OR REQUIREMENTS, SUCH PROVISION SHALL REMAIN APPLICABLE TO THE EXTENT THAT IT  
IS NOT OVER-RIDDEN THEREBY. THE INVALIDITY OF ANY PROVISION SHALL NOT AFFECT  
ANY OTHER PART.

(2) MODIFICATION AND WAIVER

NO AGENT, SERVANT OR REPRESENTATIVE OF CARRIER HAS AUTHORITY TO ALTER, MODIFY  
OR WAIVE ANY PROVISIONS OF THE CONTRACT OF CARRIAGE OR OF THIS TARIFF.