

NOTICE on Air Carrier Liability

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between JetClass, the carrier(s) and the customer or the passenger. No representation is made by Jetclass or the carrier(s) as to the accuracy of the contents of this notice.

Air Carrier Liability for Passengers and Baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the Case of death and Injury

There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs the air carrier cannot contest claims for compensation (except in case of contributory negligence on the side of the passenger). Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance Payment

If a passenger is killed or injured, the air carrier must make an advanced payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs.

Passenger Delay

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs.

Baggage Delay

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs.

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs. In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on Baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of actual or contracting carrier

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier. (however, this may not be applicable in all cases, check with JetClass if in doubt).

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. (for claims under the Convention, for claims under local law different limits may apply).

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.