

## Airline Tariff Publishing Company, Agent

INTERNATIONAL PASSENGER RULES AND FARES TARIFF NO. BW-1

Original Page BW-41

RULE	SECTION I— GENERAL RULES
55	<p><b>LIABILITY OF CARRIERS</b></p> <p>(A) <b>SUCCESSIVE CARRIERS</b> Carriage to be performed under one ticket or under a ticket and any conjunction ticket(s) issued in connection therewith by several successive carriers is regarded as a single operation.</p> <p>(B) <b>LAWS AND PROVISIONS APPLICABLE</b></p> <p>(1) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention (see Rule 1--(DEFINITIONS), herein) unless such carriage is not 'international carriage' as defined by the Convention.</p> <p>(2) To the extent not in conflict with the provisions of paragraph (1) above, all carriage under this tariff and other services performed by each carrier are subject to:</p> <p>(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,</p> <p>(b) Provisions set forth in the passenger's ticket,</p> <p>(c) Applicable tariffs, and</p> <p>(d) Except in transportation between a place in the United States and any place outside thereof, and also between a place in Canada 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.</p> <p>(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 list of participating carriers.</p> <p>(C) <b>LIMITATION OF LIABILITY</b> Except as the Convention or other applicable law may otherwise require:</p> <p>(1) Carrier is not liable for any 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.</p> <p>(2) Under no circumstances will carrier be liable for damage to unchecked baggage not attributed 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.</p> <p>(3) Carrier is not liable for any damage directly and solely arising out of its compliance with any laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond the carrier's control.</p> <p>(4) The carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929 or provided in the said Convention as amended by the protocol signed at the Hague September 28, 1955. However, in accordance with Article 22(1) of said Convention or said convention amended by said protocol, the carrier agrees that, as to all international transportation by the carrier as defined in the said Convention or said Convention as amended by said protocol, which, according to the Contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place.</p> <p>(a) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of USD 75,000.00 exclusive of legal fees and costs except that, in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of USD 58,000.00 exclusive of legal fees and costs.</p> <p>(b) The carrier shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said protocol. Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any claim brought by, or on behalf of or in respect of, any person who has willfully caused damage which resulted in death, wounding or other bodily injury of a passenger.</p>
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For the explanation of abbreviations, reference marks and symbols used but unexplained hereon, see Pages BW-15 through BW-22.	
ISSUED: DECEMBER 9, 1987	EFFECTIVE: DECEMBER 10, 1987

## Airline Tariff Publishing Company, Agent

INTERNATIONAL PASSENGER RULES AND FARES TARIFF NO. BW-1

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RULE

## SECTION I— GENERAL RULES

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LIABILITY OF CARRIERS (Continued)(C) LIMITATION OF LIABILITY (Continued)(4) (Continued)

- (c) Carrier shall avail itself of the limitation of liability to passengers as provided in the Convention, and in the international transportation of passengers, except as provided in (C)(4)(a) above, the liability of the carrier for personal injury or death of each passenger shall be limited to the sum of 125,000 French Gold Francs (USD 10,000.00) (CAD 10,000.00) or 250,000 French Gold Francs (USD 20,000.00) (CAD 20,000.00) if the Hague Protocol Amendment of the Convention is applicable.
- (5) In any event liability of carrier for delay of passenger shall not exceed the limitation set forth in the Convention.
- (6) Any liability of carrier is limited to 250 French Gold Francs, USD 20.00, CAD 20.00, per kilogram in the case of checked baggage, and 5,000 French Gold francs, USD 400.00, CAD 400.00, per passenger in the case of unchecked baggage or other property, unless a higher value is declared in advance and additional charges are paid pursuant to Carrier's tariff. In that event, the liability of carrier shall be limited to such higher declared value. In no case shall the Carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- (7) 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, notwithstanding the value of any part of the baggage or contents thereof.
- (8) For purposes of determining the limitation of liability under the convention with respect to passenger baggage acceptable for checking under Rule 115 herein, the weight of each piece of such baggage shall be deemed to be the maximum allowable weight for each piece of such baggage under the rule, unless the actual weight is stated on the baggage check.
- (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  
Carrier is not liable for loss, damage to or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passengers' checked baggage, whether with or without the knowledge of carrier.
- (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 - Service 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 (See NOTE).  
**NOTE:** Except to the extent provided in paragraph (C)(4) above, 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 paragraph (C)(12)(c) is included herein as part of the tariff filed with governments other than United States and not as part of BW-1 tariff C.A.B. No. 538 issued by Airline Tariff Publishing Company, Agent filed with the Department of Transportation.
- (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.

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For the explanation of abbreviations, reference marks and symbols used but unexplained hereon, see Pages BW-15 through BW-22.

ISSUED: DECEMBER 9, 1987

EFFECTIVE: DECEMBER 10, 1987

(Printed in U.S.A.)

Airline Tariff Publishing Company, Agent  
**INTERNATIONAL PASSENGER RULES AND FARES TARIFF**  
 NO. BW-1

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RULE

## SECTION I - GENERAL RULES

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LIABILITY OF CARRIERS(A) SUCCESSIVE CARRIERS

Carriage to be performed under one ticket or under a ticket and any conjunction ticket(s) issued in connection therewith by several successive carriers is regarded as a single operation.

(B) LAWS AND PROVISIONS APPLICABLE

(1) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention (see Rule 1--(DEFINITIONS), herein) unless such carriage is not "international carriage" as defined by the 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 each 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, and also between a place in Canada 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 list of participating carriers.

(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.

(C) LIMITATION OF LIABILITY

Except as the Convention or other applicable law may otherwise require:

(1) Carrier is not liable for any 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 attributed 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 government 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 Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929 or provided in the said Convention as amended by the protocol signed at the Hague September 28, 1955. However, in accordance with Article 22(I) of said Convention or said convention amended by said protocol, the carrier agrees that, as to all international transportation by the carrier as defined in the said Convention or said Convention as amended by said protocol, which, according to the Contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place.

(a) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of USD 75,000.00 exclusive of legal fees and costs except that, in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of USD 58,000.00 exclusive of legal fees and costs.

(b) The carrier shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a passenger, avail itself of any defense under Article 20(I) of said Convention or said Convention as amended by said protocol. Nothing herein shall be deemed to affect the rights and liabilities of the carrier with regard to any claim brought by, or on behalf of or in respect of, any person who has willfully caused damage which resulted in death, wounding or other bodily injury of a passenger.

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For unexplained abbreviations, reference marks and symbols see Pages 15 through 22.

ISSUED: June 4, 2004

EFFECTIVE: July 19, 2004

## Airline Tariff Publishing Company, Agent

INTERNATIONAL PASSENGER RULES AND FARES TARIFF NO. BW-1

Original Page BW-43

RULE	SECTION I— GENERAL RULES
55	<p><b>LIABILITY OF CARRIERS (Continued)</b></p> <p><b>(D) GRATUITOUS TRANSPORTATION</b></p> <p>(1) Gratuitous transportation by carrier of persons as hereinafter described shall be governed by all the provisions of this rule, except subparagraphs (2) and (3) below and which follow all other applicable rules of this tariff.</p> <p>(a) Transportation of persons injured in aircraft accidents on the lines of carrier and physicians and nurses attending such persons.</p> <p>(b) Transportation of persons, the object of which is that of providing relief in general epidemics, pestilence or other calamitous visitation.</p> <p>(c) Transportation of persons, which is required by and authorized pursuant to Part 223 of the Economic Regulations of the Department of Transportation.</p> <p>(d) Transportation of persons which is subject to the Convention.</p> <p>(e) Transportation of officers, employees and servants of carrier traveling in the course of their employment and in the furtherance of carrier's business.</p> <p>(2) Except in respect of gratuitous transportation of persons described in paragraph (D)(1) above, carrier in furnishing gratuitous transportation shall not be liable (the provisions in paragraphs (A) through (C) above 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 indemnify 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.</p> <p>(3) Except in respect of gratuitous transportation of persons described in paragraph (D)(1) above, carrier in furnishing gratuitous transportation shall not be liable (the provisions in paragraph (A) through (C) 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 indemnify 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 <b>NOTE</b>).</p> <p><b>NOTE:</b> Except to the extent provided in paragraph (C)(4) above, 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 paragraph (D)(3) is included herein as part of the tariff filed with governments other than the United States and not as part of BW-1 tariff C.A.B. No. 538 issued by Airline Tariff Publishing Company, Agent, filed with the Department of Transportation.</p> <p><b>(E) TIME LIMITATIONS ON CLAIMS AND ACTIONS</b></p> <p>(1) No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to an office of carrier forthwith after the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt, and in the case of delay or loss, unless the complaint is made at the latest within twenty-one (21) days for all carriers from the date on which the baggage has been placed at his disposal (in the case of delay) or should have been placed at his disposal (in the case of loss). Every complaint must be in writing and dispatched within the times aforesaid. Where carriage is not 'international carriage' as defined in the Convention, failure to give notice shall not be a bar to suit where claimant proves that:</p> <p>(a) it was not reasonably possible for him to give such notice, or</p> <p>(b) that notice was not given due to fraud on the part of carrier, or</p> <p>(c) the management of carrier had knowledge of damage to passenger's baggage.</p> <p>(2) Any right to damages against carrier shall be extinguished unless an action is brought within two (2) years reckoned from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.</p> <p><b>(F) OVERRIDING LAW, MODIFICATION AND WAIVER</b></p> <p>(1) <b>Overriding Law</b> Insofar as any 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.</p> <p>(2) <b>Modification and Waiver</b> 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.</p>
For the explanation of abbreviations, reference marks and symbols used but unexplained hereon, see Pages BW-15 through BW-22.	
ISSUED: DECEMBER 9, 1987	EFFECTIVE: DECEMBER 10, 1987