



**5032/01/EN/Final  
WP 49**

**Working Document on**

**IATA Recommended Practice 1774**

**Protection for privacy and transborder data flows of personal  
data used in international air transport of passengers and of  
cargo**

**Adopted on 14 September 2001**

The Working Party has been established by Article 29 of Directive 95/46/EC. It is the independent EU Advisory Body on Data Protection and Privacy. Its tasks are laid down in Article 30 of Directive 95/46/EC and in Article 14 of Directive 97/66/EC. The Secretariat is provided by:

The European Commission, Internal Market DG, Functioning and impact of the Internal Market. Co-ordination. Data Protection.  
Rue de la Loi 200, B-1049 Bruxelles/Wetstraat 200, B-1049 Brussels - Belgium - Office: C100-6/136  
Internet address: [http://europa.eu.int/comm/internal\\_market/en/dataprot/wpdocs/index.htm](http://europa.eu.int/comm/internal_market/en/dataprot/wpdocs/index.htm)

## **THE WORKING PARTY ON THE PROTECTION OF INDIVIDUALS WITH REGARD TO THE PROCESSING OF PERSONAL DATA**

set up by Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995<sup>1</sup>,

having regard to Articles 29 and 30 paragraphs 1 (a) and 3 of that Directive,

having regard to its Rules of Procedure and in particular to Articles 12 and 14 thereof,

**has adopted the present Working Document:**

### **Introduction**

In 1997, IATA submitted “Recommended Practice 1774 - Protection of privacy and transborder data flows of personal data used in international air transport of passengers and cargo” (RP 1774) to the Working Party in view of its approval as a Community code of conduct according to Article 27 paragraph 3 of Directive 95/46/EC<sup>2</sup>.

At its 11<sup>th</sup> meeting on 10 September 1998, the Working Party decided to consider this draft code and established a working group with the mandate to prepare the Working Party’s opinion on RP 1774<sup>3</sup>. IATA has provided for an explanatory memorandum and a French translation by October 1998.

Members of the Working Group were Ms Georges (CNIL, France), Ms Lacoste (Commission de la protection de la vie privée, Belgium) and Mr Dammann (Bundesbeauftragter für den Datenschutz, Germany).

The Working Group analysed this draft, discussed it with IATA and reported back to the Working Party. In consequence, IATA submitted revised versions, which were again analysed and discussed. After IATA decided that it could not further modify the draft in view of its acceptance by its members, the IATA Passenger Service Conference adopted RP 1774 in October 2000<sup>4</sup>.

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<sup>1</sup> Official Journal no. L 281 of 23/11/1995, p. 31, available at:  
[http://europa.eu.int/comm/internal\\_market/en/dataprot/index.htm](http://europa.eu.int/comm/internal_market/en/dataprot/index.htm)

<sup>2</sup> Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, JO L 281, 23 November 1995, p. 31. Available at [http://www.europa.eu.int/comm/Internal\\_market/en/index.htm](http://www.europa.eu.int/comm/Internal_market/en/index.htm)

<sup>3</sup> At the same meeting, the Working Party adopted the document (WP 13 (504/98)) “Future work on codes of conduct: Working document on the procedure for the consideration by the Working Party of Community code of conduct”, adopted on 10 September 1998, available at: see footnote 1.

<sup>4</sup> See Annex I (and/or website of IATA etc)

The present document, prepared by the Working Group, reflects the view of the Article 29 Data Protection Working Party on RP 1774 as adopted by IATA.

### **Recommended Practice 1774**

RP 1774 is a recommendation adopted by IATA Members within the forum of the Passenger Services Conference and as such, only commits IATA Members. In particular, RP 1774 is not concerned with the obligations of Computer Reservation Systems and travel agents, which are covered by the new “Council Regulation 323/1999 of 8 February 1999 amending Regulation N° 2299/89 on a code of conduct for computer reservation systems (CRSs)”.

A Recommended Practice is, by its very nature, not binding and there is no compliance mechanism in place. However, it should be clearly understood that all IATA Resolutions and Recommended Practices are not imposed by the IATA Secretariat but are adopted on a voluntary basis by the IATA Membership in the democratic fora of the Conferences.

A Recommended Practice is in many instances only a suggested framework that individual members adapt to comply with their national requirements and according to their own individual commercial practices. A good analogy is RP 1724 “Conditions of Carriage”. Some carriers have adopted these Conditions as such, without modification, but many others have used them as a model and have adapted them to their individual regulatory and commercial environment. Similarly, RP 1774 will be presented to and for adoption by IATA airlines (through the forum of Passenger Service Conference) but each airline will remain free to create its own code of conduct vis-à-vis its own customers, and in accordance with national legal and regulatory requirements. Also for evident antitrust immunity reasons IATA must avoid imposing any commercial behaviour on its members.

In view of the above, RP 1774 is not intended to be the final code of conduct for use as such by IATA Member airlines. It is rather designated to highlight some main aspects of the Data Protection Directive and to be used as a guideline by Member airlines (or a group of Member airlines) when preparing a code of conduct to be presented to the data protection authorities concerned. Other points (e.g. detailed description of the individual Member’s use of data, compliance procedures etc.) will have to be addressed by each Member airline (or group of Member airlines) on an ad hoc basis, in compliance with applicable national laws and regulations, and taking into account the specific cultural environment, commercial practices and service orientation.

The latest version of RP 1774 addresses in three Articles definitions (Article 1), scope (Article 2) and principles (Article 3) on data quality, information, right of access, special categories of data, notification to supervisory authorities, data security and transfers to third countries.

#### ***Article 1 - Definitions***

The definitions are now aligned on the terms of Directive 95/46/EC.

## ***Article 2 - Scope***

Article 2 on scope clarifies that Members have to comply with national laws and, if the laws require more, to apply more stringent or additional measures.

## ***Article 3 - Data quality***

The principle of data quality has been improved compared to the initial version in the sense that a list of purposes for which personal data are typically collected by airlines is indicated (Art. 3.1.2). Another improvement compared to the initial text is that the time limitation for storage of identifiable data has been included, though in a general way, and that a useful distinction is made between on-line archiving of reservations (only as long as necessary to provide the service) and off-line storage (if required by law), as proposed by the Working Group. However, this provision would have more significance if it provided more specific wording on the concrete application of the purpose limitation principle and the prohibition of incompatible use (Article 6 (1b) of Directive 95/46/EC).

Article 3.3 of RP 1774 reiterates the wording of Art 10 of the directive, but without any specific examples. The Working Party considers that IATA could have recommended that information on the right of access be regarded as necessary to guarantee fair processing, and that this information be included on each ticket (see also below: reference to RP 1774 in resolution 724).

## ***Article 3.7 Transfers of data to third countries***

A clear improvement has been achieved by explaining the significance of international data transfers for the provision of airline services.

The Working Party recalls the Commission decision, which declare that Switzerland, Hungary and the “Safe Harbor” Arrangement in the United States provide for adequate protection<sup>5</sup>. Airline companies fall within the scope of the Decision on the “Safe Harbor”, and should be encouraged to adhere to it.

As regards transfers to other countries or other sectors than those covered by the “Safe Harbor” Arrangement in the USA, IATA is of the opinion that transfers of personal data to third countries are necessary for the performance of the contract between the airline and the passenger and thus fall under the exemption of Article 26 (1) b of Directive 95/46/EC. IATA also considers that other possible derogations could provide the ground for the transfer, such as Article 26 (1) d (if the transfer is necessary or legally required on important public interest grounds, or for the establishment, exercise or defence of legal claims), or Article 26 (1) e (if the transfer is necessary in order to protect the vital interests of the data subject). According to IATA, these exemptions cover common situations in aviation and could be used as a basis for transfers to third countries. The wording in Article 3.7 of RP 1774 therefore leaves it to members to consider whether it is necessary to obtain the consent of the data subject in order to ensure fair processing.

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<sup>5</sup> See OJ L 215 of 25.8.2000

In its working document on transfers of personal data to third countries<sup>6</sup>, the Working Party had indicated that the exemption of Article 26 (1) b of Directive 95/46/EC could be applied to those transfers necessary to reserve an airline ticket for a passenger. However, as expressed in the same working document, it is necessary to clearly indicate the data that are actually necessary for the purpose of ticket reservation, to ensure that the data subject's contractual consent covers them, and that data are only processed (transferred) for such clearly specified purpose. The Working Party therefore recalls first that national law applicable to the controller must provide for the derogations mentioned in Article 26 paragraph 1, and second that their application is always submitted to the "necessity test" (the transfer must be necessary to achieve a given objective, and that objective can not be achieved without the transfer). A careful case by case analysis must therefore be carried out for each of the derogations mentioned in Article 26 (1). The Working Party takes the view that Article 26 (1) e for example (transfer necessary to protect the vital interests of the data subject) can be met only in very exceptional circumstances and that airline companies should not be misled as to the scope of this derogation. A clearer distinction between the cases referred to under Article 26 (1) of Directive 95/46/EC and explanation of the conditions under which they can serve as a basis for transfers in RP 1774 would have been useful.

The Working Party would like to remind that contractual solutions can provide safeguards for the transfer of personal data in third countries without an adequate level of protection (see Article 26 (2) of Directive 95/46/EC). Standard contractual clauses offering sufficient safeguards will soon be issued by the European Commission as recommended by the Working Party and the Article 31 Committee (see Article 26 (4) of Directive 95/46/EC).

IATA members should take into account the explanations given above when implementing RP 1774.

### ***Wide accessibility of reservation data***

The subgroup criticised the fact that all reservation data are accessible from any point in the world by IATA members. In this context, IATA explained the difference between baggage data and reservation data.

Baggage data are only available after check-in to other carriers participating in the itinerary. In case of a lost baggage, information on his baggage is transmitted, on a voluntary basis by the passenger, to the baggage tracing systems. Another technical Recommended Practice lays down the procedure for tracing lost baggage.<sup>7</sup>

For reservation data, if a booking is taken by an airline it should be kept confidential by that airline. If the booking taken by airline A involves travel on airline B, airline A will send to airline B a teletype message, which contains a sub-set of reservation data. The data sent will include the name of the passenger, the flight booked on airline B and the preceding flight, together with any special requests. These data should be kept on-line

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<sup>6</sup> WP 12: Transfers of personal data to third countries: Applying Articles 25 and 26 of the EU Data Protection Directive (adopted on 24 July 1998).

<sup>7</sup> RP 1743a - Tracing Procedure for Missing Checked Baggage

only as long as necessary to provide the service and only kept off-line if necessary for legal requirements (see above on Article 3 of RP 1774).

IATA justified this system with the need that other airlines or other offices of the same airline need the data in case of change of flights. Though the Working Party understands the need for such system, it would like to recall that in situations where personal data including sensitive ones are accessible on a world-wide basis it is necessary to implement technical and organisational security measures aiming at preventing unauthorised access to and abuse of these data.

### ***Legitimacy of processing***

The Recommended Practice does not mention the legitimacy of processing (Art 7 of directive). The Working Party recalls that, insofar as the processing of personal data is necessary for the provision of a service, the processing would be legitimate under Article 7 b, where a contract has been concluded with the potential passenger. In the absence of such contract, the processing would only be legitimate if the individual has given his consent (Article 7 a) or if his interests and rights do not prevail (Article 7 f).

### ***No provision on enforcement***

RP 1774 does not provide for any enforcement mechanism. This had been criticised by the subgroup. IATA responded by explaining that IATA has no supervisory or other authoritative role vis-à-vis its members. IATA proposes guidelines and even in case IATA members adopt them under the IATA auspices, it is then up to each of them to decide whether and how (fully or partially) they implement them into their own business practice. IATA cannot exercise any coercive measure against members. However, members are responsible according to national laws applicable as well as on the basis of their contracts with the passengers. IATA therefore proposes to add a reference to the data protection guidelines into the guidelines on general conditions for carriage (see next part below).

It may be useful to consider the possibility for privacy audits for those IATA members who implement RP 1774.

### ***Recommended Practice 1724 General Conditions of Carriage (Passenger and Baggage)***

This recommended practice specifies the general conditions that each airline company shall, as a minimum, include in its general conditions for their contracts with the passenger. Alike all IATA recommended practices, it has the same hortatory value as RP 1774 on data protection. In practice each IATA member has its own conditions of carriage, which are mostly based on RP 1724. Therefore, by including a reference to RP 1774 on data protection into RP 1724, the probability that airline companies follow the recommended practice on data protection and privacy increases (though not guaranteed). In addition, by becoming part of the contract between the airline and the passenger, the question of enforcement receives at least a contractual answer: the carrier is liable for fair processing based on RP 1774 on the basis of the contract with the passenger. In addition,

as Article 2.2 of RP 1774 states, where national data protection laws exist, they are applicable and airline companies have to comply with these laws.

The added value of IATA's proposal to include a reference to RP 1774 into RP 1724<sup>8</sup> thus consists in the contractual obligation for those airlines not falling under the scope of Directive 95/46/EC and which have integrated this provision. This is an important step forward and should be encouraged.

At the same time, this inclusion would constitute a way to find out about the airline's data protection and privacy policy: most airlines base their own conditions of carriage on RP 1724 General Conditions of Carriage which, upon revision, would include a reference to RP 1774 on data protection. The airline's condition of carriage is included by reference in its conditions of contract. By obtaining the text of the airline's conditions of carriage, the passenger can see the reference to the data protection and privacy policy of the airline and ask for the relevant text that, ideally, would follow RP 1774. However, this way of informing the passenger is less direct than another option that is explained in the paragraph below.

### **Resolution 724 Ticket – Notice and Conditions of Contract**

The inclusion of a reference to data privacy on the airline ticket was also discussed. Resolution 724 Ticket-Notice and Conditions of Contract lays down the elements that, at a minimum, shall be indicated in the ticket. If a reference to RP 1774 were included in this Resolution, the consequence would be that such information must be on the ticket itself. The passenger would thus have the possibility to find out directly by means of the ticket where to obtain information on whether the airline has a data protection and privacy policy and if so what is its content. The Working Party takes the view that this would represent a clear improvement in terms of transparency and passenger protection, because a reference to the data privacy policy of the carrier would be included in all tickets. Since the adoption of a resolution requires unanimity of all IATA member airlines and in this case would represent a modification of all tickets, worldwide, IATA has indicated that this is not a realistic solution that may be achieved in the short term.

### **IATA position**

In view of the above, IATA understood that RP 1774 would not qualify as a Community code of conduct in the sense of Article 27 (3) of Directive 95/46/EC. IATA therefore did not insist in getting a formal opinion in the sense of Article 27 (3) of Directive 95/46/EC.

IATA however underlines the practical value of revised RP 1774, which, in its previous version, has already served for many years as guideline for its members. IATA is of the opinion that RP 1774 as now revised in light of Directive 95/46/EC and accepted by the Passenger Service Conference, constitutes an important point of reference for its members and a much more useful tool to foster the protection of individuals with regard to the processing of their personal data in the airline sector worldwide. IATA is therefore

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<sup>8</sup> The inclusion would be under Article 5.3 of RP 1724 which informs the passenger that by giving his personal data, he recognises that they can be used for the purposes mentioned there. The same purposes are further spelt out as examples in RP 1774 under Article 3.1 Quality of data.

committed to strongly invite its members to implement RP 1774 in their business rules and practices.

IATA also considers taking further steps to ensure implementation of RP 1774. As proposed by the Working Group, a reference to RP 1774 could be made in the general conditions of carriage (Recommendation 1724) at the occasion of a revision of the latter. This reference would be a great step further in the sense that it would make the implementation of RP 1774 more likely, if IATA members follow the resolution 724 on contracts (they are not obliged since this Resolution also has a non-binding character, but all carriers have to have general conditions of contract and therefore look closely at this Resolution). It would also give strong visibility to RP 1774 because it would need to be mentioned on the tickets. In practice, all tickets would need to be modified. The modification of Resolution 724 requires unanimous approval by all 266 IATA members.

### **Conclusions**

The Working Party welcomes the initiative of IATA and its commitment to lay down common principles for its members with a view to ensuring the protection of the fundamental right to privacy of passengers whilst allowing for world-wide flows of personal data. Recommended Practice 1774 could serve as a basis for further developments and, with particular regard to international transfers, should be used to invite IATA members in third countries to work towards adequate protection.

The Working Party appreciates the commitment of IATA to revise Recommended Practice 1724 on general conditions for carriage in order to include a direct reference to the Data Protection Recommended Practice 1774. By doing so, IATA raises awareness about the data protection issues and promotes the taking up of data protection in the contractual relationship between airlines and passengers, which is of particular relevance with regard to non-EU members of IATA.

The Working Party encourages IATA to pursue the option to include a reference to data protection and privacy in the ticket itself and, to this end, to revise Resolution 724 on Ticket – Notice and Conditions of Contract.

The Working Party would also like to invite IATA to address the issue of frequent flyer schemes. The passengers have to be informed clearly about the purpose of such processing, the concrete way their data are used and by whom in a way that allows passengers to oppose such processing. Furthermore, airlines have to ensure that only those persons who are directly involved in the provision of the service requested by the passenger can access the personal data, but not all potential partners participating in a frequent flyer scheme.

The Working Party reserves the possibility to issue further comments.



Annexes:

- Recommended Practice 1774 Protection of privacy and transborder data flows of personal data used in international air transport of passengers and cargo
- Explanatory memorandum to RP 1774
- Recommended Practice 1724 General Conditions of Carriage (Passenger and Baggage)
- Resolution 724 Ticket – Notice and Conditions of Contract

Done at Brussels, 14 September 2001

For the Working Party

*The Chairman*

Stefano RODOTA

## **1. RECOMMENDED PRACTICE 1774**

### **PROTECTION OF PRIVACY AND PROCESSING OF PERSONAL DATA USED IN INTERNATIONAL AIR TRANSPORT OF PASSENGERS AND CARGO**

RECOMMENDED that, Members, in conjunction with the provisions and compliance mechanisms of any individual national data privacy law, observe the following principles and procedures aimed at safeguarding the privacy rights of individuals. Taking into account the increasing flow across frontiers of personal data undergoing processing, considering the proliferation of data protection legislation and recognising the need to reconcile the fundamental values of respect for privacy of the individual and the need for free flow of information required for the functioning of the air transport industry, Members should observe the following guidelines:

#### **ARTICLE 1: DEFINITIONS**

“Personal data”: any information relating to an identified or identifiable natural person (“data subject”) used for such purposes as passenger reservations, frequent flyers programmes, freight shipment, baggage tracing, and including (but not limited to) data such as name, surname, address (e.g. of passenger or shipper), and contact details.

“Processing of personal data”: includes the following operations, performed on personal data: collection, recording, organisation, storage, amendment, retrieval, consultation, use, disclosure, erasure. This definition shall encompass personal data processed by other than automatic means provided that the personal data form part of a structured filing system, or are intended to form part of a structured filing system.

“Data controller”: the natural or legal person that determines the purposes and means of the processing of personal data.

“Data processor”: the natural or legal person that processes personal data on behalf of the controller.

“Data subject’s consent”: any freely given, specific and informed indication of his wishes by which the data subject signifies his agreement to personal data relating to him being processed.

#### **ARTICLE 2: SCOPE**

**2.1.** These guidelines apply to any processing of personal data under the control of a Member.

**2.2.** Nothing in these guidelines shall be construed as limiting Members from applying more stringent or additional measures or derogations contained in applicable national laws for the protection of privacy and individual liberties.

## **ARTICLE 3: PRINCIPLES**

### **3.1. Quality of data:**

Personal data undergoing processing under the control of a Member must be:

- 3.1.1.** processed fairly and lawfully, in accordance with the purpose specified;
- 3.1.2.** adequate, relevant and not excessive in relation to the purposes\* for which they are processed;
- 3.1.3.** accurate and, when necessary, brought up to date;
- 3.1.4.** kept in a form which permits identification of the data subject for no longer than is necessary for the purposes for which the data were collected or for which they are further processed. In practice, retention periods vary from airline to airline depending to a great extent on the legal requirements of any given country (for example, relating to litigation, taxation or accounting issues). Typically, and in the absence of special circumstances, it is common practice in the industry to archive reservations off line when it is no longer necessary to have immediate access to them to service the customer's needs. The archived reservations will be kept only as long as is necessary for lawful purposes.

\* The purposes for which data are typically collected and/or further processed in connection with the data subject's travel are: making a reservation, purchasing a ticket, obtaining and providing necessary ancillary services (e.g. catering, baggage tracing), developing and providing services, creating and administering frequent flyers programmes, facilitating immigration and customs procedures, and providing such facilitating data to government agencies, in accordance with local laws and regulations.

### **3.2. Information to data subject:**

Unless the data subject already has such information, he shall be informed of the identity of the controller and of the purposes of the processing. Where necessary to guarantee fair processing in respect of the data subject, and having regard to the specific circumstances in which the data are collected, information shall also be provided on the existence of the right of access to and the right to rectify the data.

This information shall be supplied at the time of data collection.

### **3.3. Right of access:**

The data controller shall establish procedures for:

- 3.3.1.** disclosing the contents of a personal data file to the data subject, and shall make such disclosure upon the data subject's request, at reasonable intervals to be established by the Member and without excessive delay or expense. Such data shall be communicated to the data subject in an intelligible form;

**3.3.2.** allowing the data subject to exercise the right to rectify erroneous data or to delete data processed in contravention to the principles set out in this Recommended Practice or any relevant national laws.

#### **3.4. Special categories of data:**

Personal data containing sensitive information pertaining to *e.g.* religious or philosophical beliefs or health conditions, shall not be processed unless the data subject, directly or through his representative, has given his explicit consent, as may be provided by applicable national law.

#### **3.5. Obligation to notify the supervisory authority:**

When processing personal data, Members shall duly notify the national supervisory authority of the relevant country, whose national law is applicable, when this requirement exists. This notification shall be provided before any processing operation is carried out, and shall comply with national provisions regarding its content and format.

#### **3.6. Data security:**

Appropriate security measures shall be taken for the protection of personal data against accidental or unauthorised destruction or accidental loss as well as against unauthorised access, alteration and dissemination, in particular where the processing involves the transmission of data over a network.

#### **3.7. Transfer of data to third countries**

Members will apply these guidelines to all processing of personal data they undertake anywhere in the world. Many transfers of personal data to a country other than the country in which the data is collected which are undertaken by Members are necessary for the conclusion or performance of a contract with the data subject. In the case of other transfers to countries, which do not provide an adequate level of protection, members will consider whether it is necessary to obtain the consent of the data subject in order to ensure fair processing. The two most common contracts between carriers and data subjects are contracts for the transportation and contracts of membership in frequent flyers programmes. Information necessary to conclude or perform these contracts includes, but is not limited to, data required for the purposes of making a reservation, purchasing a ticket, obtaining and providing necessary ancillary services (*e.g.* catering, baggage tracing), awarding and redeeming frequent flyer awards, developing and providing services, facilitating immigration and entry procedures, and providing such data to government agencies, in connection with the passenger's travel.

# **EXPLANATORY MEMORANDUM**

## **IATA RECOMMENDED PRACTICE 1774**

- **IATA: International Air Transport Association**

IATA is a trade organisation representing 2623 airlines operating scheduled passenger and/or cargo services.

IATA was founded in 1945 and, as indicated in its Act of Incorporation, the purposes, objects and aims of the Association are:

- (a) to promote safe, regular and economical air transport for the benefit of the peoples of the world, to foster air commerce and to study the problems connected therewith;
- (b) to provide means for collaboration among the air transport enterprises engaged directly or indirectly in international air transport service;
- (c) to co-operate with the International Civil Aviation Organisation and other international organisations.

- **Eligibility for Membership**

Only carriers operating commercial air services - passenger, mail or cargo - are eligible for membership.

- a) **Active Membership**

Active Membership is open only to carriers operating an international air service for the public transport of passengers, mail or cargo by aircraft. Active members may elect to participate in either Passenger Tariff Co-ordination or Cargo Tariff Co-ordination, or both.

- b) **Associate Membership**

Associate Membership is open to carriers operating only a domestic air service within the territory of only one State for the public transport of passengers, mail or cargo by aircraft. Associate Members may elect to become non-voting members of any Passenger or Cargo Traffic Conference.

A Membership list (2623 Members) is attached.

- **IATA Traffic Conferences**

Recommended Practice 1774 is part of the Passenger Services Conference (PSC) Resolutions Manual.

The PSC is one of the IATA Traffic Conferences established for passenger matters. This Conference meets annually, and membership consists of accredited representatives of all IATA member airlines: it has worldwide authority. The PSC agrees on standards and procedures for passenger and baggage handling, passenger reservations and passenger ticketing and automation standards.

The Conference provides a forum for discussion of new developments in the industry and the development of policies and procedures. Agreements reached at the PSC take the form of Resolutions or Recommended Practices.

Only agreements in the form of a Resolution of a Traffic Conference are binding upon the Members thereof. A Recommended Practice sets forth the procedures which will facilitate the interlining of traffic amongst Members, without requiring strict uniformity in the implementation of those procedures.

The other passenger-related IATA Traffic Conferences are:

*Passenger Agency Conference*

The Passenger Agency Conference takes action on matters relating to relationships between airlines and recognised passenger sales agents and other intermediaries but excluding remuneration levels.

*Passenger Tariff Co-ordinating Conferences*

These Conferences provide a multilateral, immunised forum for airlines to develop fares and associated tariff conditions.

• **Traffic Conference Action - Voting**

Only action in the form of a resolution of Traffic Conference shall be binding upon the Members thereof, and no statement in the minutes of a meeting shall be construed as binding action upon such Members. The intended date of commencement of effectiveness of each resolution and of expiry thereof shall be prescribed by the Conference.

Where a Member certifies in writing with respect to any action taken by a Traffic Conference that such action would require it to contravene an applicable law or regulation or official policy of the State of which such Member is a national, the Member shall not be bound thereby, and each other Member, upon receiving notice thereof from the Secretary, shall have the right to indicate to the Secretary whether it will continue to be bound thereby. Notice given under this paragraph shall continue until withdrawn in writing by the Member or until the expiry date of the resolution(s) concern Each voting Member of a Traffic Conference shall have only one vote, to be cast by its duly accredited representative, or by that representative's duly accredited alternate. There shall be no voting by proxy. Abstention or failure to vote on the part of any accredited representative (or his alternate) who is present at the meeting shall be deemed to be an affirmative vote except as hereinafter provided.

A Recommended Practice, as the one we are submitting here, may be adopted at any meeting of a Services Conference by a majority of two-thirds of the voting Members present and voting. Abstentions shall not count in the vote. Recommended Practices are for guidance of Members of the Conferences and are not binding on them.

- **“Acceptance” of Recommended Practice 1774**

This paragraph addresses the concerns of the Working Party related to the “acceptance” of Recommended Practice 1774.

First, it should be stressed that RP1774 is a recommendation adopted by IATA mMembers within the forum of the Passenger Services Conference and as such, only commits IATA mMembers. In particular, RP1774 is not concerned with the obligations of CRSs and travel agents, which are covered by the new “Council Regulation 323/1999 of 8 February 1999 amending Regulation N° 2299/89 on a code of conduct for computer reservation systems (CRSs)”.

Secondly, as explained above, a Recommended Practice is, by its very nature per se, not binding and there is no compliance mechanism in place. However, it should be clearly understood that all IATA Resolutions and Recommended Practices are not imposed by the IATA Secretariat but are adopted on a voluntary basis by the IATA mMembership in the democratic fora of the Conferences.: this can logically be considered as a form of guarantee that the self-imposed procedures will be applied.

Finally, a Recommended Practice is in many instances only a suggested framework that individual members adapt to comply with their national requirements and according to their own individual commercial practices. A good analogy is RP 1724 “Conditions of Carriage”. Some carriers have adopted these conditions as such, without modification, but many others have used them as a recommended model and have adapted them to their individual regulatory and commercial environment. Similarly, RP 1774, as modified, will be presented to and for adoption by the IATA airlines (through the forum of PSC) to IATA airlines, but each airline will remain free at liberty to create its own code of conduct vis-à-vis its own customers, and in accordance with national legal and regulatory requirements. Also for evident antitrust immunity reasons must IATA must avoid to imposing any commercial behaviour to its members.

- **Conclusions**

In view of the above, RP 1774 is not intended to be the final code of conduct for use as such by IATA Member airlines. It is rather designated to highlight some main aspects of the Directive and to be used as a guideline by Member airlines (or a group of Member airlines) when preparing a code of conduct to be presented to the data protection authorities concerned. Other points (e.g. detailed description of the individual Member’s use of data, compliance procedures etc.) will have to be addressed by each Member airline (or group of Member airlines) on an ad hoc basis, in compliance with applicable national laws and regulations, and taking into account the specific cultural environment, commercial practices and service orientation.

**RECOMMENDED PRACTICE 1724**  
**GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)**  
(amending)

**PSC(Spcl)1724**

**RECOMMENDED that**, the Recommended Practice be deleted and replaced in its entirety with the following:

***ARTICLE 1 — WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS***

As you read these conditions, please note that:

“We”, “our” “ourselves” and “us” means [*insert the name of your Airline*].

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).

“AGREED STOPPING PLACES” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

“AIRLINE DESIGNATOR CODE” means the two-characters or three letters which identify particular air carriers.

“AUTHORISED AGENT” means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

“BAGGAGE” means your articles, effects and other personal property necessary or appropriate for wear, use, comfort or convenience in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

“BAGGAGE CHECK” means those portions of the Ticket which relate to the carriage of your Checked Baggage.

“BAGGAGE IDENTIFICATION TAG” means a document issued solely for identification of Checked Baggage.

“CARRIER” means an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

“CHECKED BAGGAGE” means Baggage of which we take custody and for which we have issued a Baggage Check.

“CONDITIONS OF CONTRACT” means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate these Conditions of Carriage by reference, and notices.



(2)

“CONJUNCTION TICKET” means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

“CONVENTION” means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air,

signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);

- the Warsaw Convention as amended at The Hague on 28 September 1955;

- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975):

- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975):

- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975):

- Guadalajara supplementary Convention (1961) (Guadalajara);

“COUPON” means both a paper Flight Coupon and an Electronic Coupon.

“DAMAGE” includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

“DAYS” mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

“ELECTRONIC COUPON” means an electronic flight coupon or other value document held in our database.

“ELECTRONIC TICKET” means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

“FLIGHT COUPON” means that portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

“ITINERARY/RECEIPT” means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the passenger name, flight information and notices.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “you”, “your” and “yourself”).

“PASSENGERCOUPON” or “PASSENGER RECEIPT” means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

(3)

“SDR” means a Special Drawing Right as defined by the International Monetary Fund.

“STOPOVER” means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

“TARIFF” means the published fares, charges and/or related Conditions of Carriage of an airline filed with the Governments of Canada or the United States of America.

“TICKET” means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

“UNCHECKED BAGGAGE” means any of your Baggage other than Checked Baggage.

## ***ARTICLE 2 — APPLICABILITY***

### **2.1 GENERAL**

Except as provided in 2.2, 2.4 and 2.5, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

### **2.2 CHARTER OPERATIONS**

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

### **2.3 CODE SHARES**

On some services we have arrangements with other carriers known as “Code Shares”. This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, the carrier operating the aircraft may not be the same carrier as shown on the ticket.

### **2.4 OVERRIDING LAW**

These Conditions of Carriage are applicable unless they are inconsistent with Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### **2.5 CONDITIONS PREVAIL OVER REGULATIONS**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

### **ARTICLE 3 — TICKETS**

#### **3.1 REQUIREMENT FOR VALID TICKET**

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2 A Ticket is not transferable.

3.1.3 The Ticket is and remains at all times the property of the issuing carrier.

3.1.4 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.5 In case of loss or mutilation of a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon request of the Passenger, the issuing carrier will replace such Ticket or part thereof by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and the Passenger signs an agreement to indemnify us or the Carrier for misuse of the Ticket. When this is not the case, the issuing carrier may require the Passenger to pay up to the full Ticket price for a replacement Ticket, subject to refund, if and when the issuing carrier is satisfied that the original Ticket has not been used before the expiry of its validity. The issuing carrier may levy a reasonable administration charge for this service.

#### **3.2 PERIOD OF VALIDITY**

3.2.1 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, a Ticket is valid for one year from the date of commencement of travel, or if no portion of the Ticket is used, for one year from the date of issue.

3.2.2 When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel as attested to by a medical certificate, or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

### **3.3 COUPON SEQUENCE AND USE**

3.3.1 The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2 The Ticket may not be valid and we may not honour the Ticket if the first flight coupon, or in the case of an Electronic Ticket, an electronic coupon has not been used and the passenger commences his or her journey at any Stopover or Agreed Stopping Place.

3.3.3 Each Coupon will be accepted for carriage in the class of service specified therein on the date and flight for which space has been reserved. When Coupons are issued without a reservation being specified, space may be reserved, subject to the conditions of the relevant fare and the availability of space on the flight requested.

### **3.4 NAME AND ADDRESS OF CARRIER**

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary Receipt.

## ***ARTICLE 4 — FARES AND CHARGES***

### **4.1 GENERAL**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals.

### **4.2 APPLICABLE FARES**

Subject to Paragraph 4.3, applicable fares are those in effect on the date of Ticket issuance. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

### **4.3 TAXES AND CHARGES**

Applicable taxes or charges imposed by government or other authority, or by the operator of an airport, and in effect on the date of travel, shall be payable by you.

### **4.4 CURRENCY**

Fares and charges are payable in those currencies acceptable to us, at exchange rates determined by us at the time of Ticketing.

## ***ARTICLE 5 — RESERVATIONS***

### **5.1 RESERVATION REQUIREMENTS**

5.1.1 Reservations are not confirmed until recorded as accepted by us.

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

### **5.2 TICKETING TIME LIMITS**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

### **5.3 PERSONAL DATA**

You recognise that personal data has been given to us for the purposes of; making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services.

#### **5.4 SEATING**

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat, even if your reservation is confirmed. We reserve the right to assign or reassign seats at any time.

#### **5.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED**

Except in the case of travel on non-refundable fares, a reasonable service charge may be payable by you if you fail to use your reservation.

#### **5.6 RECONFIRMATION OF RESERVATIONS**

Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. We will advise you when we require reconfirmation, however, you should check the requirements of any other Carriers involved in your journey with them. Failure to comply with such reconfirmation requirement may result in cancellation of any onward or return reservations.

#### **5.7 CANCELLATION OF ONWARD RESERVATIONS**

If you do not use a reservation, your return or onward reservations may be cancelled.

### ***ARTICLE 6 — CHECK-IN/BOARDING***

6.1 You must have completed the check-in process sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures, and not later than any minimum time specified by us.

6.2 You must be present at the boarding gate not later than the time specified by us.

6.3 We may cancel the space reserved for you if you have not checked-in in time, fail to arrive at the boarding gate in time, or appear improperly documented as set out in Article 13.2.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

## **ARTICLE 7 — REFUSAL AND LIMITATION OF CARRIAGE**

### **7.1 RIGHT TO REFUSE CARRIAGE**

In the exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights or, if one or more of the following have occurred or may occur:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your Baggage may endanger the safety, health, comfort or convenience of other passengers or crew;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid the applicable fare, taxes or charges;

7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9 you have not used the coupons in sequence, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

7.1.10 you fail to observe our instructions with respect to safety or security;

7.1.11 you have previously committed one of the acts or omissions referred to above.

### **7.2 SPECIAL ASSISTANCE**

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of the disability and any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

## **ARTICLE 8 — BAGGAGE**

### **8.1 FREE BAGGAGE ALLOWANCE**

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorised Agents.

### **8.2 EXCESS BAGGAGE**

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request.

### **8.3 ITEMS UNACCEPTABLE AS BAGGAGE**

8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;

8.3.1.3 items which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.2.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items.



#### **8.4 RIGHT TO REFUSE CARRIAGE**

8.4.1 Subject to paragraph 8.3.2, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item because of its size, shape, weight, contents or character, or for safety or operational reasons, or the comfort and convenience of other passengers.

8.4.3 We may refuse to accept Baggage for carriage unless it is properly packed in suitable containers.

#### **8.5 RIGHT OF SEARCH**

For reasons of safety and security we may request that you permit a search, x-ray or other type of scan be made of your person and Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event an x-ray or other scan causes damages to you or your Baggage, we shall not be liable for such damage unless due to our fault or negligence.

#### **8.6 CHECKED BAGGAGE**

8.6.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

#### **8.7 EXCESS VALUE DECLARATION AND CHARGE**

8.7.1 If we offer an excess valuation facility, you may make a written declaration of value for Checked Baggage in excess of the liability limits set out in the Convention. If you make such a written declaration, you may be required to pay an extra charge, at a rate specified by us. These rates are available to you on request.

8.7.2 We may refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by a Carrier which does not offer the excess value facility.

## **8.8 UNCHECKED BAGGAGE**

8.8.1 We may specify maximum dimensions for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.8.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.8.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

## **8.9 COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

8.9.1 You are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.9.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

8.9.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## **8.10 ANIMALS**

Animals will be accepted for carriage only on the following conditions:

8.10.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.10.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

8.10.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.10.4 We may not be responsible for injury to or loss, sickness or death of an animal, or in the event that it is refused entry into, or passage through any country, state or territory.

**ARTICLE 9 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS**

**9.1 SCHEDULES**

We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, to do so, we may need to use a substitute aircraft and/or the services of another carrier. We may also be obliged to change the time of flights, often for reasons beyond our control and consequently, times shown in timetables cannot be guaranteed and thus form no part of your contract with us.

**9.2 CANCELLATION, REROUTING, DELAYS, ETC.**

9.2.1 We reserve the right to substitute an alternative carrier and/or aircraft. If we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, with your agreement, either:

9.2.1.1 carry you on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.1.2 re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference;

9.2.1.3 if neither of the above alternatives are acceptable to you, we will make a refund in accordance with the provisions of Article 10.3; and we shall have no further liability to you.

9.2.2 If we are unable to provide previously confirmed space, we shall provide compensation pursuant to our denied boarding compensation policy.

**ARTICLE 10 — REFUNDS**

10.1 We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

**10.3 INVOLUNTARY REFUNDS**

10.3.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid;

10.3.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the fare for the transportation used.

**10.4 VOLUNTARY REFUNDS**

10.4.1 If you are entitled to a refund of your Ticket for reasons other than those set out in 10.3, the amount of the refund shall be:

10.4.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees;

10.4.1.2 if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any applicable service charges or cancellation fees.

## **10.5 REFUND ON LOST TICKET**

10.5.1 If a Ticket or portion thereof is lost, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made within a period of time determined by us, on condition:

10.5.1.1 that the lost Ticket, or portion thereof, has not been used, previously refunded or replaced;

10.5.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion thereof is used.

## **10.6 RIGHT TO REFUSE REFUND**

10.6.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.6.2 We may refuse a refund on a Ticket which has been presented to us, or to Government officials as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

## **10.7 CURRENCY**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

## **10.8 BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its agent if so authorised.

## ***ARTICLE 11 — CONDUCT ABOARD AIRCRAFT***

### **11.1 GENERAL**

If in our opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

## **11.2 ELECTRONIC DEVICES**

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## ***ARTICLE 12 —ARRANGEMENTS FOR ADDITIONAL SERVICES***

12.1 Subject to applicable law, if in the course of concluding the contract of carriage by air, we also agree to make arrangements for the provision of additional services, we shall have no liability to you for such services except for negligence on our part in making such arrangements.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## ***ARTICLE 13 — ADMINISTRATIVE FORMALITIES***

### **13.1 GENERAL**

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### **13.2 TRAVEL DOCUMENTS**

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

### **13.3 REFUSAL OF ENTRY**

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

**13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.**

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

**13.5 CUSTOMS INSPECTION**

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

**13.6 SECURITY INSPECTION**

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

***ARTICLE 14 — SUCCESSIVE CARRIERS***

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.3.1.

***ARTICLE 15 — LIABILITY FOR DAMAGE***

15.1 The liability of [*name of your Airline and*] each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

15.1.2 Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply [*each airline's own rules to be specified*]:

15.1.2(a) Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

15.1.2(b) We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

15.1.2(c) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

15.1.2(d) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

15.1.2(e) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to ..... per kilogram and in the case of Damage to Unchecked Baggage shall be limited to ..... per passenger, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared pursuant to 8.7, our liability shall be limited to such higher declared value.

15.1.2(f) Our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for indirect, consequential, or any other form of non-compensatory damages.

15.1.2(g) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

15.1.2(h) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.1.2(i) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.1.2(j) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.1.2(k) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.



*For carriers who are parties to the Montreal Agreement (1966) and which have not waived the Warsaw limits of liability.*

### **SPECIAL AGREEMENT**

Special Agreement applicable to carriage to, from or with an agreed stopping place in the United States of America (see applicable U.S. tariffs).

A) We shall avail ourselves of the limitation of liability provided in the Convention. However, in accordance with Article 22(1) of the Convention [*name of issuing airline*] and certain other carriers agree that as to all international carriage by such airlines to which the Convention applies and which according to the contract of carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

(i) the limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US\$75,000 inclusive of legal fees and costs except that, in the 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 US \$58,000 exclusive of legal fees and costs;

(ii) such carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail themselves of any defence under Article 20(1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities of such airlines with regard to any claim brought by, on behalf of, or in respect of, any person who has caused Damage which resulted in death, wounding, or other bodily injury of a Passenger.

The names of carriers party to the agreement referred to in this Paragraph are available at all Ticket offices of such carriers and may be examined on request. Each of such carriers' has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other airlines with respect to the portion of the carriage performed by such other carrier or assumed any liability with respect to the portion of the carriage performed by such other carrier.

OR

*B) Airlines that have voluntarily waived, or are subject to legislation imposing a waiver of the Warsaw limits of liability for death or injury to passengers, should insert appropriate liability provisions. European Community Carriers will want to review the provisions of EC Regulation No. 2027/97. However, it is crucial that any waiver language be drafted so as to apply only on that airline's flights (flights on which its airline designator is indicated on the Ticket) to avoid waiving the limits for other (downline) "Carriers". Examples of language used by Members in their own Conditions or Tariff filings are available from the Secretariat upon request.*

**ARTICLE 16 — TIME LIMITATION ON CLAIMS AND ACTIONS**

**16.1 NOTICE OF CLAIMS**

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

**16.2 LIMITATION OF ACTIONS**

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

**ARTICLE 17 — MODIFICATION AND WAIVER**

None of our Authorised Agents, servants, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

.....  
.....  
(Name of Carrier)

.....  
.....  
(Abbreviation of Name)

Filing Period:

6 August 1998 -  
31 August 1998

Effective  
Date:

1 March 1999

J

## Y C Passenger Services Conference Resolutions Manual

### RESOLUTION 724 PASSENGER TICKET — NOTICES AND CONDITIONS OF CONTRACT

PSC(Spcl)724 Expiry: Indefinite

Type: A

RESOLVED that:

1. In this Resolution, the terms below shall have the following meanings:

“Electronic Coupon” means an electronic Flight Coupon or other value document held in Carrier’s database.

“Electronic Ticket” means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document.

“Itinerary/Receipt” means a document or documents forming part of the Electronic ticket which contains the information and notices required in Resolutions 722f and 722g.

“Ticket” means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by or on behalf of Carrier, and including Conditions of Contract, notices and the Coupons contained in it.

2. The “Notice” in the Ticket and the “Conditions of Contract” in or provided with the Passenger Ticket and Baggage Check used for interline international carriage shall read as shown below:

2.1 the text of the Notice shall be printed in bold letters, eight point size, preferably in Helvetica or similar large character letters and the text of the Conditions of Contract in six point size of the same character;

2.2 Paragraph 2 of the text of the Conditions of Contract shall be printed in bolder type than the other paragraphs thereof;

2.3 the titles and text of the Notice and Conditions of Contract are shown in Attachment ‘A’.

3. The “Notice of Baggage Liability Limitations” shall be included in or provided with the Ticket in 10 point modern type as shown in Attachment ‘B’.

4. The “Advice to International Passengers on Limitations of Liability” shall be included in or provided with the Ticket in 10 point modern type as shown in Attachment ‘C’.

5. The “EU Notice Requirement” shall be included in or provided with the Ticket in EU countries only, as shown at Attachment ‘D’. (Paragraph 5 and Attachment ‘D’ will expire on 31 March 2000).

### GOVERNMENT RESERVATIONS CANADA

1. It is to be understood that in the case of transportation to or from points in Canada the Conditions of Contract will be valid for participating carriers subject to the jurisdiction of the Canadian Transport Commission only when covered by effective tariff provision on file with the National Transportation Agency of Canada in accordance with its tariff filing requirements.

2. In the event of conflict between the wording on the passenger ticket or baggage check or in the “Conditions of Contract”, on the one hand and the provisions of the issuing or connecting carrier’s applicable tariff filed with the National Transportation Agency of Canada, on the other hand, the latter shall apply.

**378** 19TH EDITION, JUNE 1999 3. This acceptance shall not be construed as constituting a finding as to the adequacy or otherwise of the notice respecting limitations of carrier liability pursuant to Warsaw or any other international Convention or law. (25.11.71)

### INDIA

Refund will be made provided that the unused coupons are surrendered within three years after the expiry date of their validity.

### JAPAN

1. Japan Air Lines shall not reflect in their Rules Tariff anything which shall not set a certain amount of the liability for the passengers and should maintain in the Rules Tariff such clause as Subparagraph (4)(c) in the present Resolution 338/275b (now 724) specifying a definite amount of the liability for death, injury or delay of a passenger.

2. Article No. 106 of the Civil Aeronautics Law and Regulation of Japan states:

(a) any scheduled air transport enterprise shall fix conditions of transportation and obtain an approval of the Minister of Transportation. The same shall apply to the case of alteration thereof;

(b) the Minister of Transportation shall, when he intends to grant an approval under the preceding paragraph, conform to the following standards:

(b)(i) there shall be no fear of impeding the just interest of the public,

(b)(ii) there shall be provided for at least receipt of fares and charges to passengers and freights, and matters concerning the enterprise’s liability relating to the transportation.

### PHILIPPINES

1. All IATA Members operating in the Philippines shall give notice in their tickets and air waybills as to:

(a) whether or not their respective countries have ratified or adhered to The Hague Protocol of 1955; and

(b) whether the International Law applicable to them is the Warsaw Convention of 12 October 1929, or the said Warsaw Convention, as amended by The Hague Protocol of 1955.

2. Philippine Government Resolution No. 170 (80).

The Board resolved to take note, as it hereby takes note Philippine Airlines’ new procedure on refunds to be implemented systemwide with intended effectivity on 16 June 1980, which is as follows:

"Refund will be made provided that the unused coupons are surrendered within two (2) years after the expiry date of the validity of the ticket."

However, Philippine Airlines is hereby directed to include the above- quoted procedure in the Conditions of Carriage, printed on the back of the ticket, and publish the same for information to the public.

## **SWITZERLAND**

The conditions contained in Resolution 724 (previously 275b), Para- graph (2), Subparagraph 9, are only applicable subject to Article 19 of the Warsaw Convention, which under the Swiss air law applies to any kind of delay.

## **UNITED STATES**

Order 69-2-65 dated 13 February 1969:

1. Approval of Resolution 724 (previously 275b) shall not relieve air carriers and foreign air carriers from complying, as necessary, with the provisions of section 221,175 of the Board's Economic Regulations.

# C Resolution 724 — Attachment 'A'

2. Approval of the Resolution is upon condition that if a carrier retains the proposed provision in Paragraph (5) of the Conditions of Contract it shall also include in the same paragraph a statement that "provided that in the case of checked baggage the passenger shall have a right of action against the first and last carrier and the carrier who performed the transportation during which the destruction, loss, damage or delay took place".

3. Approval of the Resolution does not extend to the proposed provisions of the Conditions of Contract, (Paragraph (7) thereof), which require compliance to be made in writing to carrier within seven days from receipt in case of damage, and within 21 days from the date the baggage was delivered, in case of delay, with respect to application to travel which is not international travel; provided further, however, that approval of the Resolution will extend to Paragraph (7) of the Conditions of Contract on condition that such paragraph be amended to limit its application to international transportation and to provide that applicable tariffs be consulted with respect to travel that is not international transportation.

19TH EDITION, JUNE 1999 **379 RESOLUTION 724**

## **Attachment 'A'**

### **NOTICE AND CONDITIONS OF CONTRACT**

#### **NOTICE**

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. See also notices headed "Advice to International Passengers on Limitation of Liability" and "Notice of Baggage Liability Limitations".

#### **CONDITIONS OF CONTRACT**

1. As used in this contract "ticket" means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "electronic ticket" means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.

2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention.

3. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to:

(i) provisions contained in the ticket;

(ii) applicable tariffs;

(iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.

4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.

5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.

6. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.

## C Passenger Services Conference Resolutions Manual

7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in inter-national transportation complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.

9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.

10. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

### 380 19TH EDITION, JUNE 1999 **RESOLUTION 724 Attachment 'B' NOTICE OF BAGGAGE LIABILITY LIMITATIONS**

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately US\$9.07 per pound (US\$20.00 per kilo) for checked baggage and US\$400.00 per passenger for unchecked baggage. For travel wholly between U.S. points, Federal rules require any limit on an airline's baggage liability to be at least US\$1,250.00 per passenger. Excess valuation may be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

Note: A Member who wishes to use a Notice of Limited Liability for Baggage of its own wording, but containing the substance of the language above, may substitute a notice of its own wording providing:

(a) prior approval of the U.S. Department of Transportation is obtained; (b) Manager, Passenger Services Development, IATA is notified of revised substituted wording to be used and supplied with confirmation of the U.S. Department of Transportation (DOT) approval to use such wording which then will be distributed to all members of the IATA Multilateral Interline Traffic Agreement — Passenger.

## C Passenger Services Conference Resolutions Manual

7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in inter-national transportation complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.

9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.

10. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

### 380 19TH EDITION, JUNE 1999 **RESOLUTION 724 Attachment 'B' NOTICE OF BAGGAGE LIABILITY LIMITATIONS**

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately US\$9.07 per pound (US\$20.00 per kilo) for checked baggage and US\$400.00 per passenger for unchecked baggage. For travel wholly between U.S. points, Federal rules require any limit on an airline's baggage liability to be at least US\$1,250.00 per passenger. Excess valuation may be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

Note: A Member who wishes to use a Notice of Limited Liability for Baggage of its own wording, but containing the substance of the language above, may substitute a notice of its own wording providing:

- (a) prior approval of the U.S. Department of Transportation is obtained; (b) Manager, Passenger Services Development, IATA is notified of revised substituted wording to be used and supplied with confirmation of the U.S. Department of Transportation (DOT) approval to use such wording which then will be distributed to all members of the IATA Multilateral Interline Traffic Agreement — Passenger.

## **C** Resolution 724 — Attachment 'D'

### **RESOLUTION 724 Attachment 'C' ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US\$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers travelling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US\$10,000 or US\$20,000.

The names of carriers, parties to such special contracts, are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your airline or insurance company representative.

Note: The limit of liability of US\$75,000 above is inclusive 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 US\$58,000 exclusive of legal fees and costs.

### **19TH EDITION, JUNE 1999 381 Y RESOLUTION 724 Attachment 'D' EU NOTICE REQUIREMENT (for EU countries only)**

If your journey involves a destination or stop in a country other than the one from which you depart, the Warsaw Convention may govern the liability of all airlines involved in your journey, including any portion thereof within a single country. This Convention limits the liability of airlines for death or bodily injury and for baggage loss, delay or damage. Many air carriers, including all European Community air carriers, have waived the Warsaw Convention limits for death or bodily injury and the defence that they have taken all necessary measures to avoid the damage for the first 100,000 Special Drawing Rights of any such claim.

In addition, in cases of death or bodily injury, many air carriers will make advance payments to the person entitled to compensation, if required to meet immediate economic needs, in proportion to the hardship suffered. Community air carriers make such payments in accordance with Community law. Other air carriers may apply alternate provisions.

(Attachment 'D' will expire on 31 March 2000).



# J C Passenger Services Conference Resolutions Manual

## **RESOLUTION 724a PASSENGER TICKET — NOTICE OF OVERBOOKING OF FLIGHTS (EXCEPT USA/US TERRITORIES)**

PSC(20)724a Expiry: Indefinite (except USA/US Territories) Type: A

RESOLVED that,

Notwithstanding Resolution 724, Members shall provide notice to the passenger relating to reservation status, only on its own services, stemming from any practice of over-booking.

1. The following notice shall be included on or with the Passenger Ticket and Baggage Check in a minimum of six point size;

The following notice does not apply to tickets sold in the United States for transportation originating in the United States.

### **DENIED BOARDING BY OVERBOOKING**

In those countries where Denied Boarding Compensation regulations are in force, carriers operate compensation plans for passengers with confirmed reservations who are denied boarding because of non-availability of seats caused by over-booking. Details of these plans are available at the airlines' offices.

2. The notice shall be included on or with all tickets irrespective of whether they are issued by Agents or Members.

3. In addition the following paragraphs may be included on or with the Passenger Ticket and Baggage Check.

In order to minimize the effect of "no shows" and to permit seats to be used by passengers who otherwise would not be able to travel on a chosen flight, carriers may overbook flights.

Whilst carriers make every effort to provide seats for which confirmed reservations exist, seat availability is not absolutely guaranteed.

4. A Member or individual BSP may use a notice of its own wording provided it contains the substance of the language in the notice in Paragraph 1.

## **382 19TH EDITION, JUNE 1999 RESOLUTION 724b INFORMING PASSENGERS OF**

### **TAXES AND USER FEES**

PSC(13)724b Expiry: Indefinite

Type: B

RESOLVED that:

Members shall provide notice to the passenger of taxes and/ or user fees that are either shown on the ticket and/or collected at time of departure.

1. The following "Notice of Government Imposed Taxes and Fees" shall be included in or with the Passenger Ticket and Baggage Check, in a minimum of eight point type:

### **NOTICE OF GOVERNMENT IMPOSED TAXES AND FEES**

The price of this ticket may include taxes and fees which are imposed on air transportation by government authorities. These taxes and fees, which may represent a significant portion of the cost of air travel, are either included in the fare, or shown separately in the "TAX" box(es) of this ticket. You may also be required to pay taxes or fees not already collected.

2. The notice described in paragraph 1 may have space set aside in which specific taxes or fees may be entered.

3. This notice shall be included on or with all tickets irrespective of whether they are issued by Agents or Members.

4. Additional information may be provided separately to describe and list these taxes and fees. The format will be at the discretion of the issuing Member.

5. A Member may use a notice of its own wording, provided it contains the substance of the language in paragraph