

**British Airways' International Passenger Rules and Fares Tariff No. BA-1, NTA(A)
No. 306**

Rule 55

[...]

(C) LIMITATION OF LIABILITY

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

[...]

- (6) In any event liability of carrier for delay of passenger shall not exceed the limitation set forth in the convention.
- (7) Any liability of carrier is limited to 250 French gold francs, USD 20.00, CAD 20.00, per kilogram in the case of checked baggage, and 5,000 French gold francs, USD 400.00, CAD 400.00, per passenger in the case of unchecked baggage or other property, unless higher value is declared in advance and additional charges are paid pursuant to carrier's tariff. In that event, the liability of carrier shall be limited to such higher declared value. In no case shall the carrier's liability exceed the actual loss suffered by the passenger. All claims are subject to proof of amount of loss.
- (8) In the event of delivery to the passenger of part but not all of his checked baggage (or in the event of damage to part but not all of such baggage) the liability of the carrier with respect to the not delivered (or damaged) portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.

[..]

(10) LIABILITY FOR FRAGILE, IRREPLACEABLE OR PERISHABLE ARTICLES

Carrier is not liable for loss, damage to or delay in the delivery of fragile or perishable articles, money, jewelry, silverware, negotiable papers, securities or other valuables, business documents or samples which are included in the passengers' checked baggage, whether with or without the knowledge of carrier.

Rule 85

SCHEDULES, DELAYS AND CANCELLATIONS

(A) SCHEDULES

The times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice and carrier assumes no responsibility for making connections. Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of carrier is authorized to bind carrier as to the dates or times of departure or arrival or the operation of any flight.

(B) CANCELLATIONS

[...]

(2) Carrier may, without notice cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with its tariffs the fare and baggage charges for any unused portion of the ticket if it would be advisable to do so:

- (A) Because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions) actual, threatened or reported or because of delay demand conditions circumstance or requirement due, directly or indirectly, to such fact; or
 - (B) Because of any fact not to be foreseen, anticipated or predicted; or
 - (C) Because of any government regulation, demand or requirement; or
 - (D) Because of shortage of labor, fuel or facilities, or labor difficulties of carrier or others.
- (3) Carrier will cancel the right or further right of carriage of the passenger and his baggage upon the refusal of the passenger, after demand by carrier, to pay the fare or the portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger without being subject to any liability therefore except to refund, in accordance herewith, the unused portion of the fare and baggage charge(s) previously paid, if any.

[...]

Rule 87

DENIED BOARDING COMPENSATION

[...]

(B) APPLICABLE BETWEEN POINTS IN CANADA AND POINTS IN THE UNITED KINGDOM SERVED BY BRITISH AIRWAYS

When carrier is unable to provide previously confirmed space due to more passengers holding confirmed reservations and tickets on flight than there are available seats on that flight, such carrier will:

- (1) Transport persons who are denied confirmed reserved space, whether voluntarily or involuntarily, on its next flight on which space is available, at no additional cost to the passenger regardless of class of service, or;
- (2) If the carrier causing such delay is unable to provide onward transportation acceptable to the passenger, the carrier will provide such transportation on the service of any other carrier or combination of carriers in the same class of service as passenger's outbound flight or in different class of service at no additional cost to the passenger and subject to the availability of space and acceptability of the passenger providing such flights will be used without stopover and will provide an earlier arrival time at the passenger's destination or next point of stopover or transfer points; and
- (3) Carrier causing such delay will compensate such passenger for carrier's failure to provide confirmed space as follows:

(A) CONDITIONS FOR PAYMENT OF COMPENSATION

Subject to the exceptions in this subparagraph, carrier will tender to the passenger the amount of compensation specified in subparagraph (B) when:

(I) Passenger holding ticket for confirmed reserved space presents himself for carriage at the appropriate time and place, having complied fully with the carrier's requirements as to ticketing, check-in and reconfirmation procedure, and being acceptable for transportation under carrier's tariff; and

(II) The flight for which the passenger holds confirmed reserved space is unable to accommodate the passenger and departs without him.

Exception 1: The passenger will not be eligible for compensation if the flight on which the passenger holds confirmed reserved space is unable to accommodate him because of:

(AA) Government requisition of space, or

(BB) Substitution of equipment of lesser capacity when required by operational or safety reasons.

Exception 2: The passenger will not be eligible for compensation if he is offered accommodations or is seated in section of the aircraft other than that specified on his ticket at no extra charge, except that passenger seated in section for which lower fare applies shall be entitled to an appropriate refund.

(B) AMOUNT OF COMPENSATION PAYABLE

(I) Subject to the provisions of paragraph (B)(3)(A) of this rule, carrier will tender liquidated damages in the amount of 100 percent of the sum of the values of the passenger's remaining flight coupons of the ticket to the passenger's next stopover, or if none to his destination, but not less than \$50.00 and not more than \$200.00 provided that if the passenger is denied boarding in the United Kingdom, the amount of compensation in this subparagraph will read not less than UKL 10.00 nor more than UKL 100.00. Such tender if accepted by the passenger and paid by carrier, will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the passenger as result of carrier's failure to provide passenger with confirmed reserved space.

(II) For the purpose of this rule, the value of the remaining flight coupons of the ticket shall be the sum of the applicable one-way fares or fifty percent of the applicable round trip fares, as the case may be, including any surcharges and air transportation taxes, less any applicable discount.

(III) Said tender will be made by carrier on the day and at the place where the failure occurs, and if accepted will be receipted for by the passenger. Provided, however, that when carrier arranges, for the passenger's convenience, alternate means of transportation which departs prior to the time such tender can be made to the passenger, tender shall be made by mail or other means within 24 hours after the time the failure occurs.

Rule 115

[...]

(H) SPECIAL DECLARATION AND EXCESS VALUE CHARGE

The Montreal Convention limits British Airways' liability for lost, damaged or delayed baggage to 1,131 Special Drawing Rights (SDRs). If the passenger has more valuable baggage, the passenger can make special declaration of interest and pay supplementary charge to have the limit of British Airways' liability raised up to 2,000 SDRs. This

charge is known as the “Excess Value Charge” or “Special Declaration Charge”. This charge is not an insurance premium since the airline will meet claims only if legally liable under the Montreal Convention. This excess value charge relates to the additional costs involved in transporting and insuring the baggage concerned over and above those for baggage valued at or below the liability limit. The tariff shall be made available to passengers on request.

[...]

(N) EXCLUDED ITEMS

In accordance with the British Airways conditions of carriage, items that are fragile, perishable or of special value must not be included in checked baggage. If any of these items, or any other items forbidden under the British Airways conditions of carriage, are included in checked baggage, British Airways will not be liable for any loss or damage to them except as provided for by the Montreal Convention. These items include money, jewellery, precious metals, computers, personal electronic devices, share certificate, bonds and other valuable documents, business documents or passports and other identification documents. In the event of any claim for damage, delay or loss, British Airways may avail itself of all defenses, including the defense of contributory negligence, specified in Article 20 of the Convention.

Air Transportation Regulations, SOR/88-58, as amended

111(1) All tolls and terms and conditions of carriage, including free and reduced rate transportation, that are established by an air carrier shall be just and reasonable and shall, under substantially similar circumstances and conditions and with respect to all traffic of the same description, be applied equally to all that traffic.

122. Every tariff shall contain

[...]

(c) the terms and conditions of carriage, clearly stating the air carrier’s policy in respect of at least the following matters, namely,

- (i) the carriage of persons with disabilities,
- (ii) acceptance of children for travel,
- (iii) compensation for denial of boarding as a result of overbooking,
- (iv) passenger re-routing,

- (v) failure to operate the service or failure to operate on schedule,
- (vi) refunds for services purchased but not used, whether in whole or in part, either as a result of the client's unwillingness or inability to continue or the air carrier's inability to provide the service for any reason,
- (vii) ticket reservation, cancellation, confirmation, validity and loss,
- (viii) refusal to transport passengers or goods,
- (ix) method of calculation of charges not specifically set out in the tariff,
- (x) limits of liability respecting passengers and goods,
- (xi) exclusions from liability respecting passengers and goods, and
- (xii) procedures to be followed, and time limitations, respecting claims.

Convention for the Unification of Certain Rules for International Carriage by Air – Montreal Convention

Article 17 - Death and injury of passengers - damage to baggage

[...]

2. The carrier is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. [...]

Article 19 – Delay

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

Article 20 – Exoneration

If the carrier proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the carrier shall likewise be wholly or partly exonerated from its

liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger. This Article applies to all the liability provisions in this Convention, including paragraph 1 of Article 21.

Article 22 - Limits of liability in relation to delay, baggage and cargo

1. In the case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the carrier for each passenger is limited to 4,150 Special Drawing Rights.

2. In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1,000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

[...]

5. The foregoing provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.

Article 26 – Invalidity of contractual provisions

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on 12 October 1929 (Warsaw Convention)

Article 19

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage, or cargo.

Article 20

The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.