

**Liability in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage**

**Rule 8 (B) of Domestic Tariff**

4. The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked or unchecked baggage as set out in the following paragraphs:

- (a) The liability of the carrier is limited to sum of 1131 SDR (approx \$1,800 CAD) for each passenger in the case of destruction, loss, damage or delay of baggage, whether checked or unchecked. However, the limit will not apply:
  - (i) 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 case of such act or omission of a servant or agent, it is also proved that such servant or agent was performing services for the carrier in furtherance of the contract of carriage.
  - (b) 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.

Unless the passenger proves otherwise:

- (i) All baggage checked by the passenger will be considered to be the property of that passenger.
- (ii) A particular piece of baggage, checked or unchecked, will not be considered to be the property of more than one person.
- (iii) Unchecked baggage, including personal items, will be considered to be property of the passenger who is in possession of the baggage at the time of embarkation.

**(C) Limitations of Liability**

Except as any applicable laws may otherwise require:

1. The Carrier is not liable for destruction, loss, damage or delay of unchecked baggage arising out of or in connection with carriage or other supplementary services to carriage performed by the Carrier, unless such damage is caused by the negligence of the Carrier. Assistance offered to the passenger by the Carrier's employees in loading, unloading or transferring unchecked baggage shall be considered as complimentary service to the passenger. The Carrier is not liable for damage to such unchecked baggage incurred during, or, as a result of this service, unless such damage is caused by the negligence of the Carrier's employees.
2. The Carrier is not liable for any damages directly and solely arising out of its compliance with any laws, government regulations, orders, or requirements or from the failure of the passenger to comply with same or out of any cause beyond the Carrier's control.

3. 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
4. The Carrier is not liable for damage to the passenger's baggage caused by contents of the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of the carrier will compensate the carrier for all losses and expenses it incurs as a result.
5. When the Carrier has exercised reasonable care and attention to the handling and treatment of perishable items or fragile articles, it shall not be liable for spoilage resulting from the delay in delivery of any perishable items, nor for the damage to, or damage caused by, fragile articles per Rule 7. which are unsuitably packed.
6. Liability of the Carrier for damage will be limited to events on its own line, except in the case of checked baggage, with respect to successive carriage, in which case, the passenger also has a right of action against the first or last carrier involved in the transportation.
7. If the Carrier issues a ticket or checks baggage for carriage on another carrier, it does so only as an agent.
8. In the case of unchecked baggage, the Carrier is liable only to the extent that the damage resulted from its fault or that of its servants or agents.
9. Any exclusion or limitation of liability of the Carrier under this tariff or under the passenger's ticket will apply to agents, servants or representatives of the Carrier who were performing services in furtherance of the contract of carriage and also to any person whose aircraft is used by the Carrier and its agents, servants or representatives who are performing services in furtherance of the contract of carriage.
10. The owner of a pet will be responsible for compliance with all government regulations and restrictions including providing valid health and rabies vaccination certificates when required. The Carrier will not be liable for loss or expense due to the passenger's failure to comply with this provision and the carrier will not be responsible if any pet is refused.