

**LIMITATION OF LIABILITY FOR BAGGAGE OR CARGO AND EXCESS VALUATION CHARGES**

**Rule 10 of [International Charter Tariff](#)**

**Rule 9 of [Scheduled tariff to all points outside Canada \(except the United States\)](#)**

**Rule 9 of [Canada/US Transborder Tariff](#)**

***For travel governed by the Montreal Convention***

For the purpose of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

***For travel governed by the Warsaw Convention***

Carrier liability, for the loss of, damage to, or delay in the delivery of any personal property, including checked baggage and goods, is limited to the sum of 250 francs per kilogram (approx.. CAD \$660.00 as per conversion rate valid at time of filing of this tariff provision), unless the passenger, at the time of presenting such baggage or goods for transportation, has declared a higher value and paid an additional charge in accordance with the provisions of this Rule. As regards objects of which the passenger takes charge himself, the liability of the Carrier is limited to 5000 francs per passenger (approx.. CAD \$1200.00 as per conversion rate valid at time of filing of this tariff provision)

In the case of loss, damage or delay of part of property carried as checked baggage, the weight to be taken into consideration in determining the amount to which the Carrier's liability is limited shall be only the total weight of the property lost, damaged or delayed. Nevertheless, when the loss, damage or delay of a part of the property affects the value of other property covered by the same baggage check, the total weight of the property covered by the baggage check shall be taken into consideration in determining the limit of liability.

For late or non-delivered baggage, the Carrier's goodwill policy consists of USD 25.00 per baggage, per day, after 24-hour waiting period, for passengers away from home, up to a maximum of USD 175.00 per baggage.

Notwithstanding the normal carrier liability, as contained in this tariff, the limit of liability will be waived for claims involving the loss of, damage to, or delay in delivery of mobility aids, when such items have been accepted as checked baggage or otherwise.

If the passenger elects to declare a higher value, an additional charge shall be payable and the Carrier's liability will not exceed the higher value declared. The additional charge will be calculated as follows:

- a) the amount of the Carrier's liability calculated in accordance with the parts of this Rule set out above shall be referred to as "basic Carrier liability";
- b) no charge shall be payable on that part of the declared value which does not exceed basic Carrier liability;
- c) for that part of the declared value which does not exceed basic Carrier liability, a charge shall be payable at the rate of CAD \$0.50 for each CAD \$100.00 or fraction thereof.

Whether the passenger or consignor declares higher value or not, in no case will the Carrier's liability exceed the actual loss suffered by the passenger or consignor. All claims are subject to proof of amount of loss.