



SUMMARY OF LIABILITY RULES APPLIED BY EMIRATES FOR PASSENGERS AND THEIR BAGGAGE

This summary is non-exhaustive and is given further to the requirements of EC Regulations 2027/97 and 889/02. For fuller details of applicable liability rules, please see Emirates' Conditions of Carriage for Passengers & Baggage, available on www.emirates.com or on request.

Please note that this summary cannot be used as a basis for a claim for compensation, or as a basis to interpret the provisions of any applicable instrument of international or national law.

Basis for the summary information

The basis for the rules summarised below are the Warsaw Convention of 12 October 1929, as amended by the Hague Protocol of 28 September 1955 and/or other Conventions and Protocols; or the Montreal Convention of 28 May 1999; in each case as supplemented by the provisions of Emirates' Conditions of Carriage for Passengers & Baggage.

The Conventions/Protocols govern and may limit the liability of Emirates for passengers and their baggage. Determination of the Conventions/Protocols applicable to an individual passenger's carriage will depend on the ratification status of the Conventions/Protocols in the countries in which, according to the passenger's contract of carriage, the places of departure and destination are located. With limited exception, where those points of departure and destination are located within the EU, the Montreal Convention will apply to the carriage.

Compensation in the case of death or injury

Emirates will be liable for passenger injury or death resulting from an accident which occurs on board an Emirates' aircraft or during any of the operations of embarkation or disembarkation. No financial limits apply to that liability.

Where damages have been proved, Emirates will not rely on any defence that it has taken all necessary measures to avoid the damage or that it was impossible to take such measures for damages up to the national currency equivalent of 100,000 SDRs. Where the Montreal Convention is applicable, the limit will be 113,100 SDRs.

Advance payments in the case of death or injury

Emirates will make an advance payment of compensation if a passenger is killed or injured to cover immediate economic needs arising as a result of the death or injury. The payment will be made within 15 days from the identification of the person entitled to compensation. In the event of death, the amount of the payment will not be less than the local currency equivalent of 15,000 SDRs.

Passenger delays

Emirates will be liable for damage occasioned by delay in the carriage of passengers by air. In the case of carriage governed by the Montreal Convention, Emirates' liability will be limited to the local currency equivalent of 4,694 SDRs.

Destruction, loss, damage, delay of baggage

Emirates will be liable for destruction or loss of, or damage to, baggage (subject to proof of Emirates' fault in the case of unchecked baggage) and for delay in the carriage of baggage. In the case of carriage governed by the Montreal Convention, Emirates' liability will be limited to the local currency equivalent of 1,131 SDRs. In the case of carriage governed by the Warsaw Convention/Hague Protocol, Emirates' liability will be limited to the local currency equivalent of 17 SDRs per kilo for checked baggage and 332 SDRs for unchecked baggage.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee to Emirates.

Exoneration from liability

The Warsaw Convention/Hague Protocol and the Montreal Convention provide for the exoneration in certain circumstances of air carriers from liability to passengers for death or injury or for destruction, loss of, or damage to, baggage or for delay .

Time limits for baggage complaints

If baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to Emirates as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within 7 days. In the case of delay to checked baggage, the passenger must write and complain within 21 days. For the purpose of calculating compliance with these requirements, time will run from the date on which the baggage was placed at the passenger's disposal.

Time limit for action

Any action in court to claim damages must be brought within 2 years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.