2.1. General

(For carrier deviating/additional rules see section 8.3.)

2.1.1. Acceptance of Consignments

Consignments are accepted by carriers:

a. through IATA Cargo agents. In such cases the consignments shall be ready for carriage in accordance with Rule 2.3.2., or
b. directly from shippers, in which case they shall be prepared for carriage in accordance with the other rules hereafter, provided there is no embargo established by a carrier involved in the total transportation. For embargoes refer to Rule 2.3.3.D.

2.1.2. Responsibility of Shipper

The carrier or its duly authorized agent for and on behalf of the shipper or consignee may, but shall not be obligated to, comply with the formalities required by customs and other Government authorities and may, but shall not be obligated to, advance any duties, taxes and other charges and make any disbursements; and the shipper, consignee and owner of the goods shall be jointly and severally liable to the carrier for the reimbursement of any payments so made. For any such purpose, a copy of the Air Waybill certified by the carrier shall be deemed an original.

The shipper is obligated to comply with all customs regulations and other governmental regulations of any country flown from, to, or over relating to the packing, carriage, and delivery of goods, including the furnishing of such information and documents as may be necessary to meet such requirements; however, the carrier is under no obligation to inquire into the correctness or sufficiency of required information, documents or marking.

2.1.3. Carriers' Liability

1. Carrier is liable to the shipper, consignee or any other person for damage sustained in the event of destruction or loss of, or damage to, or delay in the carriage of the cargo only if the occurrence which caused the damage so sustained took place during the carriage.
2. Except as may be otherwise provided for in any applicable Convention, carrier is not liable to the shipper, consignee or any other person for any damage, delay or loss of whatsoever nature arising out of or in connection with the carriage of cargo or other services performed by carrier, unless such damage, delay or loss is proved to have been caused by the negligence or willful default of carrier and there has been no contributory negligence on the part of the shipper, consignee or other claimant.
3. Carrier is not liable if the destruction, loss of or damage to cargo is proved to have resulted solely from the inherent defect, quality, nature or vice of that cargo.
4. Carrier will not be liable for any loss, damage or expense arising from death due to natural causes or death or injury of any animal caused by the conduct or acts of the animal itself or of other animals such as biting, kicking, goring or smothering, nor for that caused or contributed to by the condition, nature or propensities of the animal, or by defective packing of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the carriage by air.
5. Carrier shall not be liable in any event for any consequential loss or damage arising from carriage subject to these conditions, whether or not carrier had knowledge that such loss or damage might be incurred.
6. If 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 derives his rights, carrier shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
7. Unless the shipper has made a special declaration of value for carriage and has paid the supplementary sum applicable, liability of carrier shall not exceed 19 Special Drawing Rights per kilogram of cargo destroyed, lost, damaged or delayed. If the shipper has made a special declaration of value for carriage, it is agreed that any liability shall in no event exceed such declared value for carriage stated on the face of the Air Waybill or included in the shipment record. All claims shall be subject to proof of value.
8. In the case of loss, damage or delay of part of the shipment, or of any object contained therein, the weight to be taken into consideration in determining the amount to which carrier's liability is limited shall be only the weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of part of the shipment, or of an object contained therein, affects the value of other packages covered by the same Air Waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability. In the absence of proof to the contrary, the value of any such part of the shipment lost, damaged or delayed as the case may be, shall be determined by reducing the total value of the shipment in the proportion that the weight of that part of the shipment lost, damaged or delayed has to the total weight of the shipment.
9. The shipper, owner and consignee, whose property causes damage to or destruction of another shipment or of the property of carrier, shall indemnify carrier for all losses and expenses incurred by carrier as a result thereof. Cargo which, because of inherent defect, quality or vice or because of defective packing, is likely to endanger aircraft, persons or property may be abandoned or destroyed by carrier at any time without notice and without liability therefore attaching to carrier.
10. A carrier issuing an Air Waybill for carriage over the lines of another carrier does so only as agent for such other carrier. Any reference in a shipment record to carriage to be performed by another carrier shall be deemed to refer to carriage to be provided as principal by such other carrier. No carrier shall be liable for the loss, damage, or delay of cargo not occurring on its own line except that the shipper shall have a right of action for such loss, damage or delay on the terms herein provided against the first carrier and the consignee or other person entitled to delivery shall have such a right of action against the last carrier under the contract of carriage.
11. Whenever the liability of carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of carrier and also to any carrier whose aircraft or other means of transportation is used for carriage.

2.1.4. Limitations on Claims and Actions

1. Receipt by the person entitled to delivery of the cargo without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage.
2. No action shall be maintained in the case of loss or damage to goods unless a complaint is made to carrier in writing by the person entitled to delivery.
   Such complaint shall be made:
   a. in the case of visible damage to or partial loss of the goods, immediately after its discovery and at the latest within fourteen (14) days from the date of receipt of the goods;
   b. in the case of other damage to the goods, within fourteen (14) days from the date of receipt of the goods;
   c. in the case of delay, within twenty-one (21) days from the date on which the goods were placed at the disposal of the person entitled to delivery;
   d. in the case of non-delivery of the goods, within one hundred twenty (120) days of the date of issue of the air waybill or the date of the shipment record, whichever is applicable.
3. Any right to damages against carrier shall be extinguished unless an action is brought within 2 years after the occurrence of the events giving rise to claim.

© International Air Transport Association, 2015. All rights reserved.

2.1.5. Cargo Claims

Please note that the information under this header (Cargo Claims) is a collection of useful information and should not be substituted for expert advice.

For complete information on how to handle and process air cargo claims, please refer to IATA's Cargo Claims and Loss Prevention Handbook (7th Edition).
http://www.iata.org/publications/Pages/cargo-claims.aspx

a. Definition of a cargo claim
A cargo claim is a written complaint demanding financial compensation from an air carrier for the loss of or damage or delay to cargo whilst in his care and control under a contract of carriage.

b. Legal regime
A contract for the carriage of cargo by air is subject to:
i). the conditions of contract (found on the reverse of original copies 1, 2 or 3 of the Air Waybill);
ii). the carrier's general conditions of carriage;
iii). the applicable international convention or the domestic law applicable to the contract of carriage.

For international convention carriage there are four main legal regimes:-
- Warsaw Convention 1929
- Warsaw Convention as amended by Hague Protocol 1955
- Warsaw Convention as amended by Montreal Protocol n°4 1975
- Montreal Convention 1999

c. The claimant
The claimant must produce documentary evidence to prove that he is the rightful person entitled to claim. He must also establish that the amount claimed is justified. Finally, the claimant should also take reasonable action to mitigate his loss.

d. Notice of claim
In general, the cargo claims process begins with the submission of a notice of claim letter also referred to as an intent to claim or letter of reserves.

e. Time limit to file a notice of claim
For convention carriage, the different liability regimes determine the time limit within which the notice of claim must be sent to the carrier. Whichever convention applies, the person entitled to delivery of the cargo should send the notice of claim.

If the claim involves non-convention international carriage, reference should be made to the law applicable to the contract of carriage and the terms of the air waybill to identify who should send the written notice.

The notice of claim must be filed with the carrier. Certain legal systems consider that notice sent to the carrier's handling agent does not constitute valid notice for the purpose of the conventions and therefore it is recommended that wherever possible, notice should only be sent to the carrier himself.

f. General categories of cargo claims

1. **Full or partial loss of shipment**
A loss occurs when the whole or part of a shipment does not reach its destination and the carrier is unable to find it. Under article 18 of both the Warsaw and Montreal Conventions the carrier is liable for loss of cargo.

2. **Delay in carriage of cargo**
The carrier is liable for loss suffered as a result of delay in the carriage of cargo.

3. **Visible damage**
This type of damage is readily apparent and can be seen without opening the shipment. It can occur as a result of poor packing of the shipment or improper storage, as well as negligent handling by the carrier.

4. **Concealed damage**
Damage that is not apparent is referred to as concealed damage. This type of damage is common where the consignment contains more than one piece or when the shipment is packed in cartons and it is impossible to determine if there is damage to the shipment without opening each individual item.

g. Parties who can bring an action

1. **Consignee**
The consignee is the person usually entitled to delivery of the cargo, usually the first person to discover a discrepancy, and the person entitled to bring a claim.

2. **Shipper - freight forwarder**
The shipper of cargo or freight forwarder may also have the right to bring an action against the carrier.
In principle, only one claim may be made on each master air waybill. If the master air waybill covers several house air waybills, some jurisdictions may allow the shipper on each house air waybill to bring a claim.

h. Subrogated claims
If the shipper or consignee insures the cargo, the insurer who indemnifies him under the terms of the insurance coverage may, as a matter of law, be entitled to seek recovery of the amount paid to his insured from the party who is liable for the loss to the cargo. This is referred to as a subrogated claim.

i. Carrier not liable
Under the Warsaw Convention, the carrier is not liable if he can prove that he and his agents have taken all necessary measures to avoid the damage or that it was impossible to take such measures.

Furthermore, the carrier may be exonerated wholly or partly from liability if he proves that the damage was caused or contributed to by the negligence of the party claiming damage.

If the claim is governed by article 18 of the Montreal Convention or the Warsaw-Montreal Protocol n°4 regime, the carrier is not liable for damages resulting from:

- Inherent defect, quality or vice of the cargo
- Defective packing of the cargo performed by a person other than the carrier, his servants or agents
- An act of war or armed conflict
- An act of public authority carried out in connection with the entry, exit or transit of the cargo

Under the Montreal Convention regime, the "all necessary measures" defence referred to above only applies to claims in respect of damage caused by delay in the carriage.

However, if the carrier can show that the damage was caused or contributed to by the person claiming compensation, he may be wholly or partly exonerated from liability.

j. Limits of liability
In convention carriage, the carrier's liability is limited and is determined by reference to the weight of the lost, damaged or delayed consignment. To determine the carrier's limit of liability the claims handler must first establish which, if any, of the Conventions applies to the claim in question.
- Warsaw Convention - 250 francs (Poincaré francs) per kilogram
- Warsaw Convention as amended by Hague Protocol - 250 francs (Poincaré francs) per kilogram
- Warsaw Convention as amended by Montreal Protocol n°4 - 17 Special Drawing Rights per kilogram
- Montreal Convention - 19 Special Drawing Rights per kilogram

Please note that the parties may agree in their conditions of contract that the liability limit applicable to the carriage in question is higher than those provided for in the applicable Convention. In order to assess a particular claim, you should examine the applicable conditions of contract carefully.

k. Conversion of limits of liability
The limitation of liability expressed in the Warsaw Convention and Warsaw-Hague text of 250 francs per kilogram refers to the so called Poincaré franc, which was in effect when the Warsaw Convention was signed. Each jurisdiction has its own mechanism for the conversion of the Poincaré franc into national currency by reference to the price of gold. For example, in the U.S.A. 250 francs is converted to USD 20 and in the U.K. to GBP 14.08.

The limitation of liability expressed in the Warsaw Convention as amended by the Montreal Protocol n° 4 and in the Montreal Convention of 19 Special Drawing Rights is converted into national currencies by reference to the International Monetary Fund's conversion rates. The conversion rate in effect on the date of settlement of a claim or at the date of judgement will apply.

The conversion rates for the SDR can be found at:
http//www.imf.org/external/data.htm.

© International Air Transport Association, 2015. All rights reserved.

l. General conditions of carriage
The carrier's general conditions of carriage are usually incorporated by reference into the terms of the contract found on the reverse of the air waybill. The conditions set out in the carriers' general conditions of carriage may be applicable to a claim. With claims involving convention carriage, the provisions of the applicable convention will override any contrary provision in the carriers' conditions of carriage. In non-convention international carriage, the carriers' general conditions of carriage may be enforceable depending upon the jurisdiction where the claim is made.

m. List of documents
Please note that not all of the documents listed below are required for every claim. The documents required will vary according to the individual circumstances of each case.

1. Master Air Waybill (MAWB)
   This may be obtained from the carrier's online service if the carrier is using electronic air waybills. It should also be available to the claimant.
2. House Air Waybill (HAWB)
   This document is issued by a freight forwarder acting as the consolidator of cargo covered by a MAWB with other cargo consigned on other HAWB. The claims handler should obtain the relevant HAWB when dealing with claims arising from consolidated cargo shipments.
3. Proof of Delivery (POD), Delivery Order (DO) or Release Note
   This item should be available from either the carrier or claimant.
4. Shipper's original or copy invoice
   The original invoice will, in general, be issued by the seller of the goods, who is usually the shipper at the point of origin. This invoice is used for the purposes of customs' clearance at the points of origin and destination. If an invoice is submitted in support of a claim which has been issued somewhere other than the point of origin, the carrier should ascertain the reasons for this.
5. Packing list
   The packing list is issued at the point of origin. The packing list should indicate the number of pieces (which should be the same as shown on the shipper's invoice), the weight and dimensions of each piece, total quantity, total weight, the name of the exporter and the country of origin and the destination.
6. Short Landing Certificate, Short Received Certificate or Short-Shipped Certificate
   This is issued by some carriers at destination and indicates either that the cargo did not arrive or that only part of the shipment arrived.
7. Carrier's Survey Report, Irregularity Report, Damage Report (CDR)
   This report may be issued by the carrier or his agent to record details of the condition of the cargo during the time it was in their care and control, or to record relevant information about any incidents which may have occurred during the course of the carriage. If properly completed, these important documents can assist the claims handler in establishing the facts and circumstances that have given rise to the claim.
8. Third party survey report
   This document is usually, but not necessarily, issued on behalf of the cargo insurer. The report contains information to explain how the goods became damaged, and whether or not they were salvageable. If the goods were salvageable, the report usually gives an opinion as to the salvage value.

   This document can be particularly useful for dealing with claims involving perishable cargo. If the claims handler knows that a third party survey report has been issued, he should request a copy of it from the claimant. It is usually provided when cargo insurers submit a subrogated claim to the carrier.
9. Letter of reserves or notice of intent to claim
   Again, this item should be available from either the carrier or claimant.
10. Health Certificate
11. Veterinarian Certificate for shipments of live animals (including household pets)
12. Import License for live animals (required by some countries)
13. CITES certificate (required for endangered species)
14. Photographs of shipment showing extent of damage
    If these exist, they should be available from either the carrier or claimant.
15. Manual or computerised log records
    These records prepared by the carrier should indicate if the shipment has been stored in a specific storage location, such as a freezer, strong room, cage or chiller.
16. Carrier's Cargo Manifest for the flight on which the cargo was shipped
17. Assignment of Rights or Subrogation Receipt
18. Bank Release
    This document is the authority given by a bank named as consignee on the MAWB for the cargo to be delivered to a third party and should be available from either the carrier or claimant.
19. Transfer Manifest for interline shipments
20. Vehicle Manifest or Transfer Manifest to Trucker
    This document will exist if the shipment has been trucked to the airport of origin or from the airport at destination under the carrier's care and control
21. Non-delivery Irregularity Report
22. Print out of information contained in carrier's cargo computer management system
23. Dangerous Goods Certificate
24. Carrier's complete records of telephone conversations, faxes, telexes and other correspondence relating to the shipment
25. Names of potential witnesses to incident giving rise to claim
26. Unit Load Device container lists
27. Handling Reports from all stations involved in handling the shipment
28. Phytosanitary Certificate

For complete information on how to handle and process air cargo claims, please refer to IATA's Cargo Claims and Loss Prevention Handbook (7th Edition).
http://www.iata.org/publications/Pages/cargo-claims.aspx

n. List of Countries
The following table, which classifies **countries from (A) to (H)**, sets out the current status of ratification of the different Convention regimes in the ICAO Contracting States.

1. **Category (A)**
   Countries which are party to the Warsaw Convention (1929) only.
2. **Category (B)**
   Countries which are party to the Hague Protocol (1955) and Warsaw Convention (1929).
3. **Category (C)**
   Countries which are party to the Montreal Protocol n°4 (1975), Hague Protocol (1955) and Warsaw Convention (1929).
4. **Category (D)**
   Countries which are party to the Montreal Convention (1999), Montreal Protocol n°4 (1975), Hague Protocol (1955) and Warsaw Convention (1929).
5. **Category (E)**
   Countries which are party to the Montreal Convention (1999) and Warsaw Convention (1929) only.
6. **Category (F)**
   Countries which are party to the Montreal Convention (1999), Hague Protocol (1955) and Warsaw Convention (1929).
7. **Category (G)**
   Countries which are party to the Montreal Convention (1999) only.
8. **Category (H)**
   Countries which are not party to any of the international conventions covering the liability of the carrier for carriage by air.

Countries (See Note) X = Ratified	Warsaw Convention (1929)	Hague Protocol (1955)	Montreal Protocol MP4 (1975)	Montreal Convention MC99 (1999)	Category (A) - (H)
Afghanistan	X	X	-	-	**(B)**
Albania	-	-	-	X	**(G)**
Algeria	X	X	-	-	**(B)**

© International Air Transport Association, 2015. All rights reserved.

2.1. General

Countries (See Note) X = Ratified	Warsaw Convention (1929)	Hague Protocol (1955)	Montreal Protocol MP4 (1975)	Montreal Convention MC99 (1999)	Category (A) - (H)
Andorra	Not party to any Convention				(H)
Angola	X	X	-	-	(B)
Antigua & Barbuda	Not party to any Convention				(H)
Argentina	X	X	X	X	(D)
Armenia	X	-	-	X	(E)
Australia	X	X	X	X	(D)
Austria	X	X	-	X	(F)
Azerbaijan	X	X	X	-	(C)
Bahamas	X	X	-	-	(B)
Bahrain	X	X	X	X	(D)
Bangladesh	X	X	-	-	(B)
Barbados	X	-	-	X	(E)
Belarus	X	X	-	-	(B)
Belgium	X	X	X	X	(D)
Belize	-	-	-	X	(G)
Benin	X	X	-	X	(F)
Bhutan	Not party to any Convention				(H)
Bolivia	X	-	-	-	(A)
Bonaire, Sint Eustatius & Saba	X	X	X	-	(C)
Bosnia and Herzegovina	X	X	X	X	(D)
Botswana	X	-	-	X	(E)
Brazil	X	X	X	X	(D)
Brunei Darussalam	X	-	-	-	(A)
Bulgaria	X	X	-	X	(F)
Burkina Faso	X	-	-	X	(E)
Burundi	Not party to any Convention				(H)
Cambodia	X	X	-	-	(B)
Cameroon	X	X	-	X	(F)
Canada	X	X	X	X	(D)
Cape Verde	X	X	-	X	(F)
Central African Republic	Not party to any Convention				(H)
Chad	Not party to any Convention				(H)
Chile	X	X	X	X	(D)
China, People's Republic of	X	X	-	X	(F)
Colombia	X	X	X	X	(D)
Comoros	X	-	-	-	(A)
Congo	X	X	-	X	(F)
Congo, Democratic Republic of	X	-	-	X	(E)
Cook Islands	-	-	-	X	(G)
Costa Rica	X	X	-	X	(F)
Côte d'Ivoire	X	X	-	-	(B)
Croatia	X	X	X	X	(D)
Cuba	X	X	-	X	(F)
Curacao	X	X	X	-	(C)
Cyprus	X	X	X	X	(D)
Czech Republic	X	X	-	X	(F)
Denmark	X	X	X	X	(D)
Djibouti	Not party to any Convention				(H)
Dominican Republic	X	X	-	X	(F)
Ecuador	X	X	X	X	(D)
Egypt	X	X	X	X	(D)
El Salvador	X	X	-	X	(F)
Equatorial Guinea	X	-	-	-	(A)
Eritrea	Not party to any Convention				(H)
Estonia	X	X	X	X	(D)
Ethiopia	X	X	X	X	(D)
Fiji	X	X	-	-	(B)
Finland	X	X	X	X	(D)
France	X	X	-	X	(F)
Gabon	X	X	-	X	(F)
Gambia	-	-	-	X	(G)
Georgia	-	-	-	X	(G)
Germany	X	X	-	X	(F)
Ghana	X	X	X	-	(C)
Greece	X	X	X	X	(D)
Grenada	X	X	-	-	(B)
Guatemala	X	X	X	-	(C)
Guinea	X	X	X	-	(C)
Guinea-Bissau	Not party to any Convention				(H)
Guyana	Not party to any Convention				(H)
Haiti	Not party to any Convention				(H)
Honduras	X	X	X	-	(C)

Countries (See Note) X = Ratified	Warsaw Convention (1929)	Hague Protocol (1955)	Montreal Protocol MP4 (1975)	Montreal Convention MC99 (1999)	Category (A) - (H)
Hungary	X	X	X	X	(D)
Iceland	X	X	X	X	(D)
India	X	X	-	X	(F)
Indonesia	X	-	-	-	(A)
Iran	X	X	-	-	(B)
Iraq	X	X	-	-	(B)
Ireland	X	X	X	X	(D)
Israel	X	X	X	X	(D)
Italy	X	X	X	X	(D)
Jamaica	-	-	-	X	(G)
Japan	X	X	X	X	(D)
Jordan	X	X	X	X	(D)
Kazakhstan	X	X	-	-	(B)
Kenya	X	X	X	X	(D)
Kiribati	Not party to any Convention				(H)
Korea (Dem. People's Rep of)	X	X	-	-	(B)
Korea (Rep. of)	X	X	-	X	(F)
Kuwait	X	X	X	X	(D)
Kyrgyzstan	X	X	-	-	(B)
Lao People's Dem. Rep.	X	X	-	-	(B)
Latvia	X	X	-	X	(F)
Lebanon	X	X	X	X	(D)
Lesotho	X	X	-	-	(B)
Liberia	X	-	-	-	(A)
Libya	X	X	-	-	(B)
Liechtenstein	X	X	-	-	(B)
Lithuania	X	X	-	X	(F)
Luxembourg	X	X	X	X	(D)
Macedonia, FYROM	X	X	X	X	(D)
Madagascar	X	X	-	X	(F)
Malawi	X	X	-	-	(B)
Malaysia	X	X	X	X	(D)
Maldives	X	X	-	X	(F)
Mali	X	X	-	X	(F)
Malta	X	-	-	X	(E)
Marshall Islands	Not party to any Convention				(H)
Mauritania	X	-	-	-	(A)
Mauritius	X	X	X	-	(C)
Mexico	X	X	-	X	(F)
Micronesia	Not party to any Convention				(H)
Moldova, Rep of	X	X	-	X	(F)
Monaco	X	X	-	X	(F)
Mongolia	X	-	-	X	(E)
Montenegro	X	X	X	X	(D)
Morocco	X	X	X	X	(D)
Mozambique	-	-	-	X	(G)
Myanmar	X	-	-	-	(A)
Namibia	-	-	-	X	(G)
Nauru	X	X	X	-	(C)
Nepal	X	X	-	-	(B)
Netherlands	X	X	X	X	(D)
New Zealand	X	X	X	X	(D)
Nicaragua	Not party to any Convention				(H)
Niger	X	X	X	-	(C)
Nigeria	X	X	-	X	(F)
Norway	X	X	X	X	(D)
Oman	X	X	X	X	(D)
Pakistan	X	X	-	X	(F)
Palau	Not party to any Convention				(H)
Panama	X	X	-	X	(F)
Papua New Guinea	X	X	-	-	(B)
Paraguay	X	X	-	X	(F)
Peru	X	X	-	X	(F)
Philippines	X	X	-	-	(B)
Poland	X	X	-	X	(F)
Portugal	X	X	X	X	(D)
Qatar	X	X	-	X	(F)
Romania	X	X	-	X	(F)
Russian Federation	X	X	-	-	(B)
Rwanda	X	X	-	-	(B)
St. Kitts and Nevis	Not party to any Convention				(H)
St. Lucia	Not party to any Convention				(H)
St. Maarten	X	X	X	-	(C)

© International Air Transport Association, 2015. All rights reserved.

Countries (See Note) X = Ratified	Warsaw Convention (1929)	Hague Protocol (1955)	Montreal Protocol MP4 (1975)	Montreal Convention MC99 (1999)	Category (A) - (H)
St. Vincent and the Grenadines	X	X	-	X	**(F)**
Samoa	X	X	-	-	**(B)**
San Marino	Not party to any Convention				**(H)**
Sao Tome and Principe	Not party to any Convention				**(H)**
Saudi Arabia	X	X	-	X	**(F)**
Senegal	X	X	-	-	**(B)**
Serbia	X	X	X	X	**(D)**
Seychelles	X	X	X	X	**(D)**
Sierra Leone	X	-	-	-	**(A)**
Singapore	X	X	X	X	**(D)**
Slovakia	X	X	-	X	**(F)**
Slovenia	X	X	X	X	**(D)**
Solomon Islands	X	X	-	-	**(B)**
Somalia	Not party to any Convention				**(H)**
South Africa	X	X	-	X	**(F)**
South Sudan	Not party to any Convention				**(H)**
Spain	X	X	X	X	**(D)**
Sri Lanka	X	X	-	-	**(B)**
Sudan	X	X	-	-	**(B)**
Suriname	X	X	-	-	**(B)**
Swaziland	X	X	-	-	**(B)**
Sweden	X	X	X	X	**(D)**
Switzerland	X	X	X	X	**(D)**
Syrian Arab Republic	X	X	-	X	**(F)**
Tajikistan	Not party to any Convention				**(H)**
Tanzania	X	-	-	X	**(E)**
Thailand	Not party to any Convention				**(H)**
Timor-Leste	Not party to any Convention				**(H)**
Togo	X	X	X	-	**(C)**
Tonga	X	X	-	X	**(F)**
Trinidad and Tobago	X	X	-	-	**(B)**
Tunisia	X	X	-	-	**(B)**
Turkey	X	X	X	X	**(D)**
Turkmenistan	X	-	-	-	**(A)**
Uganda	X	-	-	-	**(A)**
Ukraine	X	X	-	X	**(F)**
United Arab Emirates	X	X	X	X	**(D)**
United Kingdom	X	X	X	X	**(D)**
United States	X	X	X	X	**(D)**
Uruguay	X	-	-	X	**(E)**
Uzbekistan	X	X	X	-	**(C)**
Vanuatu	X	X	-	X	**(F)**
Venezuela	X	X	-	-	**(B)**
Viet Nam	X	X	-	-	**(B)**
Yemen	X	X	-	-	**(B)**
Zambia	X	X	-	-	**(B)**
Zimbabwe	X	X	-	-	**(B)**

Note:
For up-to-date information on the latest status of ratifications to the different conventions please see http//www.icao.int/icao/en/leb

o. Determining the Applicable Regime

To determine which regime applies, you should first examine the Air Waybill to determine the country of origin and the country of destination of the carriage in question.

The table below will assist in determining which regime applies to any given carriage, taking into account the country of the point of origin and the country of the ultimate destination, using classification/category from (A) to (H).

Example:
A consignment from Switzerland to Senegal
Switzerland, Category (D).
Senegal, Category (B).
The result of this: D to B - Warsaw-Hague text applies, see table.

Category	Applicable Regime (Convention / Protocol)
A to A	Unamended Warsaw Convention
A to B	Unamended Warsaw Convention
A to C	Unamended Warsaw Convention
A to D	Unamended Warsaw Convention
A to E	Unamended Warsaw Convention
A to F	Unamended Warsaw Convention
A to G	Non-Convention carriage
A to H	Non-Convention carriage
B to A	Unamended Warsaw Convention
B to B	Warsaw-Hague text
B to C	Warsaw-Hague text
B to D	Warsaw-Hague text
B to E	Unamended Warsaw Convention
B to F	Warsaw-Hague text
B to G	Non-Convention carriage
B to H	Non-Convention carriage
C to A	Unamended Warsaw Convention
C to B	Warsaw-Hague text
C to C	Montreal Protocol n°4
C to D	Montreal Protocol n°4
C to E	Unamended Warsaw Convention
C to F	Warsaw-Hague text
C to G	Non-Convention carriage
C to H	Non-Convention carriage
D to A	Unamended Warsaw Convention
D to B	Warsaw-Hague text
D to C	Montreal Protocol n°4
D to D	Montreal Convention
D to E	Montreal Convention
D to F	Montreal Convention
D to G	Montreal Convention
D to H	Non-Convention carriage
E to A	Unamended Warsaw Convention
E to B	Unamended Warsaw Convention
E to C	Unamended Warsaw Convention
E to D	Montreal Convention
E to E	Montreal Convention
E to F	Montreal Convention
E to G	Montreal Convention
E to H	Non-Convention carriage
F to A	Unamended Warsaw Convention
F to B	Warsaw-Hague text
F to C	Warsaw-Hague text
F to D	Montreal Convention
F to E	Montreal Convention
F to F	Montreal Convention
F to G	Montreal Convention
F to H	Non-Convention carriage
G to A	Non-Convention carriage
G to B	Non-Convention carriage
G to C	Non-Convention carriage
G to D	Montreal Convention
G to E	Montreal Convention
G to F	Montreal Convention
G to G	Montreal Convention
G to H	Non-Convention carriage
H to A	Non-Convention carriage
H to B	Non-Convention carriage
H to C	Non-Convention carriage
H to D	Non-Convention carriage
H to E	Non-Convention carriage
H to F	Non-Convention carriage
H to G	Non-Convention carriage
H to H	Non-Convention carriage

Any stopping places between the points of origin and destination on the Air Waybill do not affect the applicability of the regime. In cases where the points of origin and destination are in the same country but with an agreed stopping point in another country (irrespective of whether or not that third country is party to any of the Conventions), the Convention regime which applies in the country of origin and destination will apply.

For complete information on how to handle and process air cargo claims, please refer to IATA's Cargo Claims and Loss Prevention Handbook (7th Edition).
http://www.iata.org/publications/Pages/cargo-claims.aspx

© International Air Transport Association, 2015. All rights reserved.

2.1.6. Overriding Law

Insofar as any provision contained or referred to in the air waybill or shipment record or these conditions may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any such provision shall not affect any other part.

2.1.7. Modification and Waiver

No agent, servant or representative of carrier has authority to alter, modify or waive any provision of the contract of carriage or of these conditions.

2.1.8. Carriers' Right of Inspection

Carrier reserves the right to examine the packaging and contents of all shipments and to enquire into the correctness or sufficiency of information or documents tendered in respect of any shipment but carrier shall be under no obligation to do so.

2.1.9. Cargo Charges Correction Advice (CCA)

1. General

a. When it is necessary for a carrier to correct charges and/or the method of payment on an Air Waybill or in the shipment record, advice of such correction shall be made in accordance with the following procedures:
   1. when any participating carrier discovers an error it shall notify the issuing carrier, and;
   2. when the issuing carrier or any participating carrier discovers, or is notified of an error, it shall notify all subsequent and preceding carrier(s);
   3. when a participating carrier refers charges incurred in transit because such charges were omitted from the Air Waybill or shipment record, it shall notify all subsequent carriers;
   4. all carriers receiving such notification should amend their records and confirm action taken to the originator.

b. Any form used for this purpose shall be called "Cargo Charges Correction Advice" (CCA) and shall be effective for correction of an interline billing when issued within six months of issuance of the Air Waybill or the creation of the shipment record.

c. When it is necessary to refer uncollectable charges to the issuing carrier for collection from the shipper, a CCA shall be issued and a copy of the Notice of Non-Delivery (Irregularity Report) (IRP) attached; provided that when a consignment is returned because of non-delivery, a CCA shall not be issued and the procedures described below shall apply.

   When a consignment is returned because of non-delivery, the new Air Waybill for the returning carriage shall have:
   a. the original Air Waybill number inserted in the "Accounting Information" box;
   b. all charges which should have been, but were not collected from the original consignee, inserted in the "Other Charges" box and the total inserted in the "Total Other Charges Due Carrier" box of the "Collect" column.

d. The CCA shall contain at least the following information:
   1. date of issue of the CCA;
   2. place of issue of the CCA;
   3. Air Waybill number;
   4. routing of the consignment;
   5. date and place of issue of the air waybill or creation of the shipment record;
   6. unit of weight and gross weight, original and revised;
   7. description of the error and alteration of all charges to be corrected, added or deleted;
   8. description of the charges to be collected;
   9. in the case of the referral of uncollectable charges to the issuing carrier, the date and place of issue of the IRP, a copy of which shall have been sent to the accounting office of the issuing carrier in accordance with Rule 2.1.10.

   Note:
   The CCA shall detail all storage and other charges which are to be collected from the shipper.

e. Airlines raising a Cargo Charges Correction Advice by message shall use the procedures described in IATA/ATA Cargo Interchange Message Procedures Manual (Cargo-IMP) (Resolution 670, Attachment 'A').

2. Description and Distribution

a. For manually issued CCAs, the form shown (see next page) shall be issued in a set of six or eight parts (Copies six and seven are only required when prepared in CASS/CASS Collect areas) in the following order and optionally marked as follows:
   1. Original - for carrier issuing CCA;
   2. Copy 1 - for accounting department of issuing carrier;
   3. Copy 2 - for first carrier;
   4. Copy 3 - for second carrier;
   5. Copy 4 - for third carrier;
   6. Copy 5 - for cargo department of carrier issuing CCA;
   7. Copy 6 - for CASS/CASS Collect Settlement Office;
   8. Copy 7 - for CASS/CASS Collect Agent/Associate/ Recipient.

b. The completed CCA shall be distributed in accordance with a.1.

c. In case of use of message as CCA refer to paragraph 5 (Use of Message as CCA).

3. Use

a. The CCA is to be raised whenever it is necessary to correct charges, and/or the method of payment on an Air Waybill or as reflected in a shipment record. The CCA is used to advise all carriers involved of the change that has been made.

b. In a CASS or CASS Collect area, the CCA shall be raised in accordance with Resolution 851 or Resolution 853 (published in the Cargo Agency Conference Resolution Manual).

c. The CCA is issued in the following circumstances:
   1. when any participating carrier discovers an error, it shall notify the issuing carrier;
   2. when the issuing carrier or any participating carrier discovers or it notified of an error, it shall notify all subsequent and preceding carrier(s);
   3. when a participating carrier refers charges incurred in transit because such charges were omitted from the Air Waybill or the shipment record, it shall notify all subsequent carrier(s);
   4. when it is necessary to refer uncollectable charges to the issuing carrier, a CCA shall be issued and a copy of the Notice of Non-Delivery (Irregularity Report) (IRP) shall be attached. A CCA shall not be issued when a consignment is returned because of non-delivery where the procedures described in Rule 2.1.10. shall apply.

d. Where the issuance of a CCA results in the revision or correction of an interline billing, then such CCA must be issued within six months of the issue of the Air waybill or the creation of a shipment record.

4. Completion of the CCA

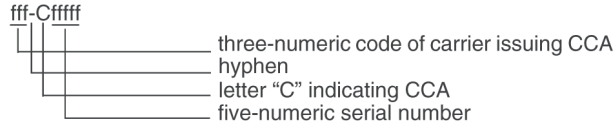
a. In CASS areas, a CCA is used to request a change of charges, however, a CCA is not considered to be issued unless the appropriate carrier confirms, by its authorisation of the CCA document, that it agrees with the change.

b. Where a CASS or CASS Collect has been implemented in an area, then a copy of the CCA is to be sent to the settlement office in accordance with the procedures agreed for that CASS or CASS Collect area. Such CCA, in addition to all other information, must also contain information identified in Boxes (3A) and (3B) as detailed below.

c. The boxes on the specimen CCA (see next page) have been numbered and circled to correspond to the following text and shall be completed as indicated:

4.1. Number code [1]

If an airline chooses to use a CCA number, the number shall be in the following format:



4.2. Air Waybill No.

Enter the carrier code number and Air Waybill serial number as shown on the Air Waybill or in the shipment record to which this CCA refers.

© International Air Transport Association, 2015. All rights reserved.

4.3. Origin [2B]
Enter the three-letter code of the airport of departure as shown on the Air Waybill or in the shipment record.

4.4. Destination [2C]
Enter the three-letter code of the airport or city of destination of the last carrier as shown on the Air Waybill or in the shipment record.

4.5. Date and Place of Issue

4.5.1. Date of AWB Issue [2D]
Enter the date of execution as shown on the Air Waybill or in the shipment record.

4.5.2. Place of AWB Issue [2E]
Enter the place of execution as shown on the Air Waybill or in the shipment record.

4.6. Name and City [3A]
In CASS and CASS Collect areas only, enter the name and city of the agent, associate or recipient as applicable.

4.7. Code [3B]
In CASS and CASS Collect areas only, enter the code of the agent, associate or recipient referred to in paragraph 4.6.

4.8. Routing [4]
Enter details of the first flight showing first transfer point, flight number and date.

Participating carriers, receiving a CCA, should then enter the next flight details and forward it to the next carrier.

4.9. Gross Weight/Weight Unit [5A]
In CASS and CASS Collect areas only, enter the unit of weight for shipment gross weight as shown on the Air Waybill or in the shipment record.

4.10. Revised/Correct Gross Weight [5B]
In CASS and CASS Collect areas only, enter the gross weight as it now appears on the Air Waybill or in the shipment record.

4.11. Original/Incorrect Gross Weight [5C]
In CASS and CASS Collect areas only, enter the weight as it originally appeared on the Air Waybill or in the shipment record, regardless whether or not this has now been changed.

4.12. Currency [6A]
Enter the three-alpha code of the currency corresponding to the currency in the Air Waybill was issued or as shown in the shipment record.

4.13. Revised/Corrected Charges [6B]
Enter the total of all charges as it now appears on the Air Waybill or in the shipment record under either the prepaid or collect column as appropriate.

4.14. Original/Incorrect Charges [6C]
Enter the total of all charges as it originally appeared on the Air Waybill or in the shipment record under either the prepaid or collect column, as appropriate, regardless of whether or not some of these have now been changed.

4.15. Remarks and Reason for Issuing Advice [6D]
Enter any explanatory remarks and include an explanation of the situation that caused the CCA to be raised.

In the case of the referral of uncollectable charges to the issuing carrier, enter the date and place of issue of the IRP, a copy of which shall have been sent to the accounting department of the issuing carrier in accordance with rule 2.1.10. In such cases, the CCA shall also detail all other charges incurred en route and at destination which are to be collected from the shipper.

4.16. Untitled Boxes [6E]
These boxes are for local CASS use only.

4.17. Shipper [7]
Enter the name and address of the shipper as shown on the Air Waybill or in the shipment record.

4.18. Consignee [8]
Enter the name and address of the consignee as shown on the Air Waybill or in the shipment record.

4.19. Execution Area [9]
For completion by air carrier only.

4.20. Airline [9A]
Enter the airline name of the carrier issuing the CCA.

4.21. Date and Place of Issue [9B]

4.22. Signature [9C]
Enter the signature of the individual authorised to execute the CCA.

4.23. Confirmation Slip [10]
The last carrier, upon receipt of a CCA, shall return this portion of the document confirming action requested has been taken to the carrier issuing the Air Waybill or creating the shipment record. Complete these areas as follows.

4.24. To [10A]
Enter the name of the carrier, shown in Box (8A), to whom the confirmation slip is to be sent.

4.25. Ref. CCA No. [10B]
Enter the CCA number shown in Box (1).

4.26. Ref. AWB No. [10C]
Enter the Air Waybill number in Box (2A).

4.27. From__(Airline) [10D]
Enter the name of airline returning confirmation slip.

4.28. At__(Station) [10E]
Enter the name of station of airline shown in Box (9D).

4.29. Date [10F]
Enter the date confirmation slip is issued.

4.30. Signature [10G]
Enter the signature of the individual authorised to return the confirmation slip.

5. Use of Message as CCA

1. Where CCA information is transmitted to Members as a message, the FCC message as described in the IATA/ATA Cargo Interchange Message Procedures Manual (Cargo-IMP) (Resolution 670, Attachment ‘A’) shall be used.
2. Receipt of the FCC message shall be acknowledged with the FCA message in accordance with Cargo-IMP.

© International Air Transport Association, 2015. All rights reserved.

Specimen - Cargo Charges Correction Advice (CCA)

CARGO CHARGES CORRECTION ADVICE (CCA)				Number (1)
AWB No. (2A)	Origin (2B)	Destination (2C)	Date of AWB Issue (2D)	Place of AWB Issue (2E)
* Name and City (3A)		CASS / CASS COLLECT AREA ONLY		* Code (3B)
To 1. (4)			Flight No.	Date
Transfer stations to complete lines 2 or 3 as appropriate and forward form to next carrier				
To 2.			Flight No.	Date
To 3.			Flight No.	Date
Air Waybill weight and/or charges have been corrected/added as follows:				

(5) CASS / CASS COLLECT AREA ONLY

GROSS WEIGHT	Revised/Correct Gross Weight	Original/Incorrect Gross Weight	Remarks and reason for issuing CCA
Weight unit (5A)	(5B)	(5C)	

(6) CHARGES

Currency (6A)	Revised/Correct Charges (6B) prepaid	Revised/Correct Charges (6B) collect	Original/Incorrect Charges (6C) prepaid	Original/Incorrect Charges (6C) collect	(6D)
(a) Weight Charges					
(b) Valuation Charges					
(c) Tax					
(d) Total Other Charges Due Agent					
(e) Total Other Charges Due Carrier					
(f) Total					In case of non-delivery enter and specify all charges due at estimation for collection from shipper.

Shipper (7)

Consignee (8)

Distribution:

Original - (for Carrier issuing CCA)
Copy 1 - (for Accounting Department of issuing Carrier)
Copy 2 - (for First Carrier)
Copy 3 - (for Second Carrier)
Copy 4 - (for Third Carrier)
Copy 5 - (for Cargo Department of issuing Carrier)
Copy 6 - (for CASS/CASS Collect Settlement office)
Copy 7 - (for CASS/CASS Collect Agent/Associate Recipient)

Airline (9A)

Date and Place of Issue (9B)

Signature (9C)

This slip must be completed and returned to carrier issuing CCA

We herewith confirm having corrected our documents and taken the necessary action as per your instructions.

To: (10A)

Ref: CCA No.: (10B)

Ref: AWB No.: (10C)

From: (Airline) (10D)

At: (Station) (10E)

Date: (10F)

Signature: (10G)

* CASS/CASS Collect Area only: Box Applicable to Agent, Associate or Recipient.

© International Air Transport Association, 2015. All rights reserved.

2.1.10. Notice of Non-Delivery (Irregularity Report) (IRP)

1. For interline carriage, a Notice of Non-Delivery (Irregularity Report) (IRP), shall be completed immediately by the carrier responsible for the goods at the time in the following cases;
   a. failure to deliver within fourteen (14) days (twenty-one (21) days in New Zealand, Lebanon and Saudi Arabia) of receipt of consignment at destination under the original terms of the Air Waybill;
   b. refusal of consignee to accept delivery;
   c. where necessary, to revise or update information contained in a previous IRP, especially when the consignment is delivered after the forwarding of such previous IRP, or following disposal of the goods by whatever means;
   d. other incidents affecting the movement or delivery of the consignment.
2. The IRP shall be completed and addressed to the issuing carrier or its handling agent at the airport of departure as shown on the face of the Air Waybill or in the shipment record:
   a. on the form here under, the original shall be forwarded by air mail or fastest means normally used;
   b. in a message as per IATA/ATA Cargo Interchange Message Procedures Manual (Cargo-IMP) (Resolution 670, Attachment 'A');
   c. a duplicate copy of the report or message may be prepared by any carrier for its own use;
   d. copy to accounting office of issuing carrier.
3. Any amendments to charges resulting from such irregularities shall be made in accordance with the procedures specified in Rules 2.1.9.

NOTICE OF NON-DELIVERY (IRREGULARITY REPORT) (IRP)

To: .....

At: .....

Air Waybill No.: .....

Name of Shipper: .....

Name of Consignee: .....

Total Weight: .....

Description of Cargo: .....

Details: .....

.....

Station Preparing Report: .....

Date Report Prepared: .....

Place and Date of Issue: .....

Address: .....

.....

No. of Pieces: .....

(Layout optional)

.....
(Signature of Official Preparing Report)

.....
(Title)

.....
(Address)

.....

Original to issuing carrier or its handling agent at airport of departure.

© International Air Transport Association, 2015. All rights reserved.