



FINNAIR - NOTICE OF LIABILITY LIMITATIONS

Disclaimer:

This is a notice required by European Community Regulation (EC) No. 889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montreal Convention, and it does not form part of the contract between the carrier(s) and you. No representation is made by the carrier(s) as to the accuracy of the contents of this notice.

IMPORTANT: This notice, required by European Community Regulation (EC) No. 889/2002, is inaccurate in stating that the air carrier cannot contest claims for compensation for damages up to 128,821 Special Drawing Rights.

Rather, the Regulation and the Montreal Convention provide that the air carrier is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking. For damages up to 128,821 Special Drawing Rights in respect of such death or bodily injury the air carrier cannot exclude or limit its liability except where there is contributory negligence. Also, unlike the notice would suggest, the air carrier's liability for baggage delays, destruction, loss or damage to baggage is limited to 1,288 SDRs in the aggregate. Further, the statement that if the name or designator code of an air carrier is indicated on the ticket, that carrier is the contracting carrier, does not apply in all cases.

Also, please note that, depending on your itinerary, the liability of the airlines involved in your journey may be governed by the Warsaw Convention, in which case the liability limits are generally lower than those set forth here under. For further information, please contact Finnair. If the journey involves carriage by other airlines than Finnair, they should be contacted for information on their limits of liability.

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 128,821 SDRs (approximately EUR 160,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately EUR 20,000).

Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 5,346 SDRs (approximately EUR 6,600).

Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,288 SDRs (approximately EUR 1,600).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,288 SDRs (approximately EUR 1,600). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

If the baggage has not been insured for its full value the 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.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

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

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.