

**Major Features of
the Unimodal Carrier Liability Regimes**

This information is essentially **based on the Final Report of the study "The Economic Impact of Carrier Liability on Intermodal Freight Transport" of IM Technologies Limited, London, 10 January 2001**, mandated by the European Commission, except for the information concerning the London LLMC Convention of 1976, replacing the Brussels Convention relating to the Limitation of the Liability of Owners of Seagoing Ships (1957) and amended by LLMC Protocol (1996) in section 3 (Major features of maritime carrier liability regime), which is based on the text of the LLMC Convention and the summary information provided by IMO¹.

1. Major features of air carrier liability regimes.

	Warsaw –AIR 1929	Montreal - AIR 1999
DATE	1929	1999
PERIOD OF APPLICATION	From acceptance through delivery or release during carriage by air	Comprises the period during which the cargo is in charge of the carrier
CONTRACT OF CARRIAGE	Air waybill – 12 minimum particulars	Air waybill – 3 essential particulars
BASIS OF LIABILITY	Presumed fault of carrier for loss, damage, delay. If carriage by land, sea or river performed outside an aerodrome for the purpose of loading, delivery or trans-shipment then damage is presumed, subject to proof to the contrary.	Presumed fault for damage to, destruction of or loss of cargo.
DELAY IN DELIVERY	No provision	No provision
LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS	No restriction on damage occasioned by delay in carriage	No restriction on damage occasioned by delay in carriage
LIMITATIONS OF LIABILITY	17 SDR/kg	17 SDR/kg
EXTENSION OF THE RESPONSIBILITY – HIGHER LIMITS OF LIABILITY	Consignor must make a specific declaration of the value and pay a supplement	By special declaration of interest, subject to payment of a supplementary sum.
NOTICE OF CLAIM	Damage: Within 7 days from receipt of the goods Delay: within 14 days after the date on which goods have been placed at his disposal	Damage: Within 14 days from receipt of the goods Delay: within 21 days after the date on which goods have been placed at his disposal

¹ http://www.imo.org/Conventions/contents.asp?doc_id=664&topic_id=256

OTHER PROVISIONS	In the case of combined transport performed partly by air, these rules apply only to carriage by air Cargo insurance is not required	In the case of combined transport performed partly by air, these rules apply only to carriage by air
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2. Major features of inland waterway carrier liability regime.

	Budapest CMNI – INLAND WATERWAYS
DATE	1999
PERIOD OF APPLICATION	From taking over until delivery
CONTRACT OF CARRIAGE	Consignment note required if requested
BASIS OF LIABILITY	Liability for loss, damage and delay
DELAY IN DELIVERY	Delivery period as agreed period
LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS	Cost for evaluating damage
LIMITATIONS OF LIABILITY	2 SDR/kg 666.67 SDR/package (for containers: 1,500 SDR + 25,000 SDR) Delay; 1x value of freight
EXTENSION OF THE RESPONSIBILITY – HIGHER LIMITS OF LIABILITY	
NOTICE OF CLAIM	Apparent loss, damage – on delivery at latest Non-apparent loss: 7 days after delivery Delay: 21 days after delivery
OTHER PROVISIONS	

3. Major features of maritime carrier liability regimes.

	Hague Visby - SEA	Hamburg - SEA	London LLMC - SEA
DATE	1924, amended by Brussels Protocol 1968	1978	1976 (replacing the Brussels Convention Relating to the Limitation of the Liability of Owners of Seagoing Ships of 1957) as amended by LLMC Protocol 1996
PERIOD OF APPLICATION	From loading of goods until discharging from vessel Special responsibilities before the start of the voyage	From period when carrier is in charge of goods at loading port through to discharging port	Not applicable
CONTRACT OF CARRIAGE	Bill of lading	Bill of lading serves only as contract evidence	
BASIS OF LIABILITY	For loss or damage	Liability for presumed fault or neglect for loss resulting from loss of, damage and delay in delivery If caused by fire and claimant proves that fires arose from fault or neglect on the part of the carrier Fault or neglect of carrier, his servants or agents, in taking all measures that could reasonably be required to put out the fire and avoid or mitigate its consequences; has to be proved by the claimant that Deck cargo without agreement by the shipper	The owner of a sea-going ship may limit his liability in respect of claims arising from any of the following occurrences, unless the occurrence giving rise to the claim resulted from the actual fault or privity of the owner: * personal damage: loss of life of, or personal injury to, any person carried in the ship; and * property damage: loss of, or damage to, any property on board the ship or to another ship or property if it was caused by any person on board the ship or for whose act, neglect or default the owner is responsible. The liability of the ship-owner includes

			liability in an action brought against the vessel itself.
DELAY IN DELIVERY	Delay excluded	Not within the time expressly agreed upon In the absence of an agreement, within the time which it would be reasonable to require of a diligent carrier, having regard to the circumstances of the case Right for claimant to treat the goods after 60 consecutive days as lost .	Considered as "property damage" (i.e. same liability limits).
LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS			
LIMITATIONS OF LIABILITY	2 SDR/kg 666.67 SDR/package	2.5 SDR/kg 835 SDR/package 2.5x the freight payable for delay	* loss of life or personal injury: - 2 million SDR for small ships (not exceeding 2,000 gross tonnage) - for larger ships, the following additional amounts are used in calculating the limitation amount: --for each ton from 2,001 to 30,000 tons, 800 SDR; -- for each ton from 30,001 to 70,000 tons, 600 SDR; -- for each ton in excess of 70,000, 400 SDR. * property claims: - 1 million SDR for small ships (not exceeding 2,000 gross tonnage)

			<p>- for larger ships, the following additional amounts are used in calculating the limitation amount:</p> <p>-- for each ton from 2,001 to 30,000 tons, 400 SDR;</p> <p>-- for each ton from 30,001 to 70,000 tons, 300 SDR;</p> <p>-- for each ton in excess of 70,000, 200 SDR.</p>
EXTENSION OF THE RESPONSIBILITY – HIGHER LIMITS OF LIABILITY	By agreement Increase or reduction shall be embodied in the bill of lading	Carrier may assume a greater liability	
NOTICE OF CLAIM	Writing to carrier or his agent at the discharge port before or at the time of the removal of the goods into the custody of the person entitled to delivery Non apparent loss: 3 days after	Apparent loss or damage : 1 day after handing over Non apparent loss or damage : 15 consecutive days after handing over	
OTHER PROVISIONS	Loading, handling, stowage, carriage, custody, care and discharge of goods shall be subject to the responsibilities Compensation is computed by reference to the value of the goods at the place and time they are discharged from the vessel Liability in case of nuclear incidents	Arbitration	Possibility for the allegedly liable person to constitute a limitation fund with the Court or other competent authority in the contracting party where the legal proceedings have been initiated.

4. Major features of rail carrier liability regimes.

	Berne CIM/COTIF - RAIL	Vilnius PROTOCOL - RAIL
DATE	1980	1999
PERIOD OF APPLICATION:	From time of acceptance for carriage over the entire route up to delivery	The cargo is in charge of the carrier
CONTRACT OF CARRIAGE	Acceptance of the goods with consignment note	Acceptance of the goods with consignment note
BASIS OF LIABILITY	<p>Strict liability for loss or damage resulting from the loss or damage and from the transit period being exceeded</p> <p>Liability for wastage in transit only if wastage exceeds specific allowances</p> <p>For loss, non-use or misuse of documents For fault in completing administrative formalities</p> <p>For failure to execute orders</p>	<p>Strict liability for loss or damage resulting from the total or partial loss of, or damage to, the goods and for the loss or damage resulting from the transit period being exceeded Presumed liability for the loss or damage resulting from the loss of, or damage to, the vehicle or to its removable parts and for loss or damage resulting from exceeding the transit period</p> <p>Restricted liability for wastage in transit only if wastage exceeds specific allowances</p> <p>For any consequences arising from the loss or misuse of the documents referred to in the consignment note and accompanying it or deposited with the carrier Failure to carry out an order or failure to carry it out properly</p>
DELAY IN DELIVERY	By the international tariffs applicable; not within transit periods agreed by the carriage. If no indication: transit period must not exceed that which would result from the application of 27 § 2 which determines the maximum transit periods	<p>Not within agreed transit period</p> <p>In the absence of an agreement, the transit period must not exceed that which would result from the application of 16 § 2, which determines the maximum transit periods</p>
LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS	Consignor liable for any loss or damage arising from absence, insufficiency of or irregularity in documents	In case of interest in delivery
LIMITATIONS OF	17 SDR/kg	17 SDR/kg

LIABILITY	4x the carriage charges for delay	4x the carriage charges for delay For partial loss caused by delay 4x the carriage charges in respect of that part of the consignment which has not been lost
EXTENSION OF THE RESPONSIBILITY – HIGHER LIMITS OF LIABILITY	Further reduction of limitation of liability under certain tariffs in the case of exceeding of the transport period	Carrier may assume a greater liability; in case of declaration of interest in delivery
NOTICE OF CLAIM	Ascertainment according to Art. 52 before acceptance; if not: extinction of right of action Non apparent loss: 7 days after acceptance Exceeding transport period: 60 days	Ascertainment according to Art. 42 before acceptance; if not: extinction of right of action Non apparent loss or damage : 7 days after acceptance
OTHER PROVISIONS	Liability in respect of rail-sea traffic If carrier proves that loss occurred in course of the sea journey between loading on board and unloading from ship he has more exception clauses (e.g.: nautical fault; fire; saving life or property at sea) Handing over of goods is governed by provisions in force at forwarding station; -Consignor liable for all consequences of defective loading carried out by him	Responsibility for loading and unloading: carrier for packages, consignor for full wagon loads, consignee for unloading after delivery Presumption in case of reconsignment, loss of goods Liability in respect of railsea traffic if carrier proves that loss occurred in course of the sea journey between loading on board and unloading from ship he has more exception clauses (e.g.: fire; saving life or property at sea)

5. Major features of road carrier liability regime.

Geneva CMR - ROAD	
DATE	1956
PERIOD OF APPLICATION:	From taking over to delivery
CONTRACT OF CARRIAGE	Confirmation by consignment note
BASIS OF LIABILITY	Presumed fault of carrier for loss, damage, delay Consequences arising from loss or incorrect use of documents. Failure to carry out instructions
DELAY IN DELIVERY	Not within agreed time limit Exceeds time needed by diligent carrier
LIABILITY FOR INDIRECT OR CONSEQUENTIAL LOSS	Carriage charges Customs duties
LIMITATIONS OF LIABILITY	8.33 SDR/kg for delay 1 x value of freight
EXTENSION OF THE RESPONSIBILITY HIGHER LIMITS OF LIABILITY	Against payment of surcharge
NOTICE OF CLAIM	Damage: Within 7 days not including weekends Delay: within 21 after goods placed at consignee's disposal
OTHER PROVISIONS	Applicable to the whole of the carriage unless proved that loss was not caused by carrier by road (Goods not unpacked from container)