

Annex III - Table comparing the COTIF liability regimes

Major features	CIV	CIM	CUI
Relationship	RU – passengers	RU - freight customers	RU – IM
Basis of liability	Strict liability	Strict liability	Strict liability
Relief of liability	<p>No relief if wilful conduct</p> <p>Relief:</p> <ul style="list-style-type: none"> - If the incident has been caused by circumstances not connected with RU's activities (circumstances unavoidable and their consequences impossible to prevent, in spite of having taken the care required in the particular circumstances). - To the extent that the incident is due to the fault of the other party suffering the loss or damage. - If the incident is due to the behaviour of a third party. 	<p>Relief if loss/damage/exceeding of the transit period was caused</p> <ul style="list-style-type: none"> - by the fault of the person entitled, - by an order given by the person entitled other than as a result of the fault of the carrier, - by an inherent defect in the goods (decay, wastage etc.), - by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent 	<ul style="list-style-type: none"> - If the incident has been caused by circumstances not connected with RU's/IM's activities (circumstances unavoidable and their consequences impossible to prevent, in spite of having taken the care required in the particular circumstances). - To the extent that the incident is due to the fault of the other party suffering the loss or damage. - If the incident is due to the behaviour of a third party.
Damage covered	<ul style="list-style-type: none"> - bodily harm - hand luggage and animals 	loss or damage resulting from the total or partial loss of, or damage to, the goods	<ul style="list-style-type: none"> - bodily loss or damage, (IM/RU) - loss of or damage to property (IM/RU) - pecuniary loss resulting from damages payable by RU under CIV or CIM (IM)
Financial limitations of liability	- No limitation if wilful misconduct/ knowledge that such loss or damage would probably result	- No limitation if wilful misconduct/ knowledge that such loss or damage would probably result	- No limitation if wilful misconduct/ knowledge that such loss or damage would probably result

	<ul style="list-style-type: none"> - death or personal injury: min. 175.000 units of accounts - loss of or damage to articles: max. 1400 units of accounts/passenger - Nuclear accident caused by the operator of a nuclear installation 	<ul style="list-style-type: none"> - 17 SDR/kg 4x the carriage charges for delay 	<ul style="list-style-type: none"> - death or personal injury: min. 175.000 units of accounts
Notice of claim	<p><u>1) extinction of right of action</u></p> <ul style="list-style-type: none"> - in case of death or personal injury: carrier must be notified of the passenger's accident within 12 months of awareness of loss/damage, with exceptions - arising from carriage of luggage: acceptance of luggage, with exceptions <p><u>2) limitations of actions:</u></p> <ul style="list-style-type: none"> - death or personal injury: <ul style="list-style-type: none"> a) passenger: 3 years from the day after the accident; b) other person entitled : 3 years/max. 5 years - other actions: 1 year/2 years if wilful or knowledge 	<p>Ascertainment according before acceptance;</p> <p>If not: extinction of right of action</p> <p>Non apparent loss: 7 days after acceptance</p> <p>Exceeding transport period: 60 days</p>	<ul style="list-style-type: none"> - in general, 3 years from the day when the loss or damage occurred. - death: 3 years/ max. 5 years
Other actions	subject to the conditions and limitations drawn in the CIV	subject to the conditions and limitations drawn in the CIM	subject to the conditions and limitations drawn in the CUI