PalArch's Journal of Archaeology of Egypt / Egyptology

AIR CARRIER'S LIABILITY TOWARDS THE AIR PASSENGER: A CRITICAL EXAMINATION OF THE INTERNATIONAL CARRIAGE LEGISLATION

[1]Naser Sherman

[1] Associate Professor of Commercial Law College of Law, American University in the Emirates
Naser.sherman@aue.ae

Naser Sherman: AIR CARRIER'S LIABILITY TOWARDS THE AIR PASSENGER: A CRITICAL EXAMINATION OF THE INTERNATIONAL CARRIAGE LEGISLATION-- Palarch's Journal Of Archaeology Of Egypt/Egyptology 17 (11), 41-50. ISSN 1567-214x

Keywords: Air Carrier, Air Passenger, Liability, International legislation, International agreements, Insurance.

Abstract:

The importance of this research is to examine the liability of the Air Carrier towards the Air passenger within the context of the International Carriage Legislation. The research, in that wise, is expected to unveil the mechanisms that are not only swift but dynamic in redressing any damage or loss which the Air passenger might have suffered in the event of the flight, so that the victims of air accidents might not have to wait for a long time for the competent court to determine the necessary compensation on the loss or damages, especially at a time when they are most in need of indemnity or financial support to suppress the harm they might have suffered. Due to the fact that the topic of this research is of robust importance in jurisprudence, judiciary and legislation at the international and national level, this research, therefore, aims at determining the extent to which the liability of the Air Carrier, as well as the Air Passenger accident compensation are guaranteed for the benefit of the victims of air accidents within the minimum period of time.

1. Introduction:

The International Carriage Legislation, in the light of the propensity to protecting the vulnerable and affected party has set out the liability of the Air Carrier as well as the Air passenger's accident compensation as guarantees and sureties that would be of benefit to the victims of air accidents as well as the way to obtain this compensation on time. The insurance system is one of the means of guaranteeing the Liability of the Air Carrier towards the air passenger, as well as international agreements, and other mechanisms that are no less important, like swift response and expedite gratification that might be needed to be put in place, even before the court could be able to determine the necessary compensation. The other means of guaranteeing this compensation for the benefit of the air passenger is the system of friendly reconciliation between the air carrier and the injured traveler, not to mention the periodic review of the limitation of liability, and arbitration system in the case of transporting of goods or luggage.

On the basis of the above, the research problem is manifested in two forms:

Firstly: To determine the extent of the success of the unification of the international conventions and the rules of liability of the air carrier of passenger at the international level, and in eliminating the problem of conflict of laws, and the extent of the development and effect of these international rules in guaranteeing the liability of the air carriers towards the air passengers, and;
Secondly: To review the international and national rules on the limitation of Liability of the air carrier, by asserting what these rules might have achieved in order to balance the relationship between the interest of the air carrier and the interest of the air passenger throughout the stages of its development since the Warsaw Convention of 1929 till the Montreal Convention of 1999.

1. Insurance: the Liability of the Air Carrier

Insurance is a liability that usually takes place when a person fears that he will be responsible for a civil damage to others, whether this is specified or not[1]. In that wise, such a person would have to enter into an insurance contract accordingly, so as to transfer the liability of compensation for that damage to another party that is satisfied to bear it, and that party is the Insurance Company. That which plays an important role in providing indemnity in the modern era[2]. Therefore, the air insurance is a means of indemnity provided to reduce the severe financial effects of air accidents which may cause great damage to air passengers and luggage on their flight with the air carrier.

It is a known fact that the dangers of air transport are multiple; some of them may be related to the weather conditions, and others may be related to the means of transport itself. There are also the dangers that may occur as a result of unlawful interference, such as hijacking of aircraft, acts of air piracy and wars, and errors of the air traffic controllers … etc.[3]. Ordinarily, the Air carrier insurance in terms of liability is not much differ from other insurance contracts, with regards to its form and nature, except in certain characteristics that are peculiar to it, most of which are related to the magnitude of the effects of the air disasters and the greater degree of risk it involved[4]. On one hand, the Air carrier's insurance guarantees the airline, the opportunity of continuity of its commercial flights and avoids the risk of bearing the consequences of air accidents irrespective of its magnitude, which even, the largest air carriers in the world might not be able to bear sometimes, due to the huge compensation that may be requested by everyone who suffers harm or loss during the air transport process. The insurance also guarantees that the injured party

[1] Muhammad Nasr al-Din Mansur, Daman Ta'awidh al-Madhrurin bayna al-Qawa'id al-Mas'uliyyah al-Fardiyyah wa I'tibarat al-Tadamun al-Ijtima'in, Dar al-Nahdah al-Arabiyyah, Cairo, 2012, p. 188.
[2] Hani Duwaedar, Qanun al-Tayaran al-Tijari, al-Naql al-Dakhili wa al-Dawli, Dar al-Jamiah al-Jadidah, Alexandria, 2003, p. 461-465.
[3] Usamah Mahmud Abdul Salam, Ahmad Abdul Hadi al-Sayyid, Sahir Abdul Qadir Shahhanah, Muqaddimat fi al-Ta'min al-Bahri wa al-Jawwi, Jami'at Hulwan, No Publisher, 2007, p. 321.
[4] Hasan Yusuf Mahmud, Al-Ta'min mim Mas'uliyyah al-Naaql al-Jawwi al-Dawli li al-Ashkhas, An unpublished Doctorate Thesis, Cairo University, 2009, p. 231.

receives the appropriate compensation without being exposed to the risk or complain from the Air carrier that it could not be able to provide the compensatory funds.

2. Air Carrier Insurance: Importance and Development

At the onset, when the insurance emerged as the responsibility of the air carrier, the insurance companies were reluctant to either accept or reject it[5]. However, these concerns quickly dissipated as the importance and role of insurance became evident that it is part of the liabilities of the air carrier, and ever since then, the Air insurance became mandatory for any operating Air services company.

(i) Emergence of Air Carrier Insurance:

At the beginning of the aviation era, air insurance was a thorny issue, as air travel was considered a risk. Accordingly, the insurance companies, explicitly excluded aviation risks from their insurance contracts and services[6]. It was that which prompted the conference attendees at the Seventh International Conference on Air Law, held in Lyon, France, in September 1925 to issue a recommendation which was addressed to the insurance companies stating therein that the parties to a life insurance or accident insurance contract are not supposed to be excluded from being insured because of the risks that the insured Air passenger may be exposed to while traveling on international journey. The progress made by mankind in the manufacture of air navigation tools has affected the extent of the liability of the air carrier, and this progress has also been clearly reflected in the air insurance, especially, on the premise that the insurance is part of the liabilities of the carrier. That insurance liability is based on the principle of underestimating an abundance loss by distributing it to several people to bear the burden alongside with the Air Carrier that is responsible for it. That is why it was being considered that it is natural for the insurance market to be regulated on the basis of risk distribution through what is known as reinsurance, or through the joint insurance system which relies on the intervention of several insurers to ensure the coverage of huge Air travel accidents and risks[7]. This action, since then, had led to the expansion of insurance at the international level. Thus the importance of insurance was greatly and widely recognized and accepted accordingly.

(ii) Importance of Air Carrier Insurance:

The importance of insurance as the liability of the Air carrier began to be gaining grounds since the Hague Conference of 1955, when a recommendation was issued to study the systems guaranteeing the payment of compensation for the victims of aviation or their heirs, and this was established in accordance with the provisions of the Warsaw Convention of 1929, either through compulsory insurance or through a bank guarantee or through a cash deposit. This recommendation shows the extent to which the participants at the Hague convention keenly see it as a means to guarantee

[5] Abu Zayd Ridhwan, al-Qanun al-Jawwi, Qanun al-Tayaran al-Tijari, Dar al-Fikr al-Arabi, Alexandria, 1983, p.377.
[6] Revue feancase de droit aerien, 2014, p.282.
[7] Faruq Ahmad Zahir, Tahdid Mas'uliyyat al-Naqil al-Jawwi wifqan li ittifaqiyat Warsar wa al-Brotokolat al-Mu'addilat laha, An Unpublished Ph.D Thesis, College of Law, Cairo University, 1985, p. 370.

the procurement of compensatory funds for the victims of the Air accidents or their heirs, most especially after it was strongly replicated in the Hague Protocol. For this reason, the insurance became the liability of the air carrier and it continue to play important roles in the field of air transport. This role of insurance continue to increase with the rise of the maximum compensatory amount, as liability insurance unites between the continuation of the activity of the air carrier and ensuring that the injured receive their prescribed compensation; the function, which could only be performed by the insurance system.

As mentioned earlier that the fact is well-known that the dangers of air transport are multiple; some of them may be related to the weather conditions, and some may be related to the air plane itself, while others are related to dangers and risks as a result of unlawful interference such as hijacking of aircraft, acts of air piracy, wars and errors of the air traffic controllers[8]. That is the more reason why the Airlines operate on the regular approved airlines routes, so that the insurance policies could be able to specify the geographical borders or locations of damages to be covered[9]. This explains the reason for the high insurance premiums that the air carrier has to pay in order to cover the flights to regions bordered by the dangers of war and military unrest, such as could be found in the Middle East region and other places for example. In my own opinion, I do not support the view that says that by placing insurance under the liability of the air carrier would make the air carrier to neglect their role in taking care of the air passenger, as I considered it as an inaccurate statement, because if the air carrier is not able to provide facilities that would guarantee the safety and indemnity of the travelers, that kind of action, in my own view may lead to serious error or fraud in some cases, and the air carrier may be sued for criminal liability, especially, if the case falls within the purview of intentional negligence.

(iii) Insurance: A Mandatory Responsibility of the Air Carrier:

Air Insurance has become a legal obligation at the international and national levels of air transport. It is, therefore the responsibility of the Air carrier to make provision for insurance on the basis of the interest of the public. Thus, the imposition of insurance on all the air carriers would reduce losses that may be incurred should it be shared among the air carriers from one place or one region to another. In addition to that, the insurance would serve the interests of the air travelers, when he or she is sure that if there is any loss or danger, he would, automatically and expressly, have access to the amount of the insurance without resorting to any litigation in the court of law. Also, the tremendous technological progress plays important role in reducing the air risks across the globe. Needed to be added is the fact that the scenario in which an air passenger no longer bear a share of the risks more than those borne by the car or train user, played a major role in accommodating insurance as the liability of the air carrier.

If the Warsaw Convention of 1929 is not able to recognize the insurance as a liability of the air carrier at the international level, the Montreal Convention of 1999, however, was able to introduce a new provision requiring that the air insurance is mandatory due to the new changes that occurred in the world of air transport, by

[8] See Usamah Mahmud Abdul Salam, Op.Cit., p. 321.
[9] Hani Duwaedar, Op.Cit., p. 250.

specifying in Article 50 that: "In the concept of this Convention, States' parties must require their air carriers to subscribe to insurance sufficient to cover the liability that may befall on them, and the state party in which the air carrier runs its flights can oblige the carrier to prove that it maintains sufficient insurance to cover its liability as mandated by this Convention". Also, Article (15/8) of the 1952 Rome Convention requires the contracting states to declare the compensatory guarantees which they have adopted to the Secretary General of the International Civil Aviation Organization, who will in turn notifies all the member states. Likewise, Article (9) of the General Risks Agreement (the compensation Convention for Damages caused by Aircraft to the Third parties) held in Montreal in 2009, stipulates that "... the state parties must oblige their operators to maintain adequate insurance or security covering their liability as specified in this convention ...", the second paragraph of Article 9 also stipulates that "a State Party in which an Air Carrier operates its trips may require such an Air carrier to provide an evidence that it maintains an adequate level of insurance or financial security. Meanwhile, while it is obligatory for a State in party to the convention to do so, the same standards may be enforced on other air operators of any country that is in party to the convention. For example, under the Egyptian Aviation law, the financial liability is considered as an adequate guarantee as long as it is in accordance with the limits established by the Ministry of Civil Aviation in the light of the standards set by the national and international protocols or conventions[10].

In a situation where the ability of the insurer or the financial house that has pledged to provide insurance is being put into doubt, the state in party to the convention may request additional evidence to ascertain its ability and capability. If dispute ensues between the relevant countries, it must be presented to an arbitration panel on request of one of the parties, either through the Council of the International Civil Aviation Organization, or through a person or body approved by the state concerned (Article 7/15 of the 1952 Rome Agreement).

(iv) Types of Insurance:

Air insurance liability, with respect to the Air carriage of passengers are of two types. They are: Compulsory insurance and Non-compulsory or personal insurance. The latter of which is also of two types, and they are: Automatic personal insurance and Supplementary insurance.

A. **Automatic Personal Insurance:**

Automatic personal insurance is an insurance that is contracted for the benefit of an Air passenger. In another vein, it is a kind of insurance whereby the air carrier agrees to completely or partially cover the flights of the air passenger, and in case of any accident or loss, the passenger or his heirs are eligible to go directly to the insurance company to obtain the compensation amounts, provided that both of them agree in writing that the matter of claim against the air carrier or its proxy or the Insurance company should not be taken to the court of law[11]. If the air carrier offers to provide

[10] Farouq Malesh, al-Naql al-Mu ta'addid al-Wasait al-Awjuh al-Tijariyyah wa al-Qanuniyyah, al-Akademiyyah li al-Ulum wa al-Teknologia wa al-Naql al-Bahri, Cairo, no date and publishing house, p. 374.

[11] Hani Duwaedar, Op.Cit., p. 28.

this insurance to the injured passenger or to the one that might have suffered any loss during course of the flight, this should not be considered an admission of liability, but rather, it should be considered as an implementation of the insurance policy. However, the automatic personal insurance does not mean that it should be automatically enforced. Therefore, it is the right of the injured passenger to refuse or accept the insurance. Hence, it means that the injured traveler or his heirs could only obtain compensation amounts as long as they express their wishes to do so, and explicitly waive the liability claim. The automatic personal insurance covers all the damages that may hinder the safety of the Air passenger, such as death or bodily injury. However, this kind of an insurance does not cover any psychological damages, or the damages or loss that happen as a result of war or armed conflict.

B. Supplementary Personal Insurance:

This is a kind of insurance that enable the air passenger to opt for an additional or supplementary insurance at his or her own expense through the payment of its premium before boarding the flight. This type of insurance covers all the damages or loss that may happen to an air passenger, and remains effective even if the air passenger changes his destination or takes another means of transportation other than the air plane. The international legislator is able to adopt this principle of unlimited liability in the event of death or injury of travelers in accordance with Article (21 / 2) during the Montreal Convention of 1999. The decision to affirm that the provision of Air insurance is an onerous task and liability of the Air carrier at the global level through the Article (50) of the Convention further increases the spread of this notion and policy among the air carriers. The progress and development made by the Air industry in the manufacture of modernized air transport tools, as well as the high degree of safety in the air transport have led to stabilize the notion to regard the insurance as the liability of the air carrier, considering the fact that the development made so far in air transport industry is nothing but a product of a continuous and dynamic technological advancement in aviation sciences and the air navigation industry, that which continues to surge as the human mental capability grows [12].

(v) Compensation: Mechanism, Litigation and Reconciliation

The international legislator had made significant efforts since the Montreal Convention of 1999 to put a number of mechanisms in place in order to secure and guarantee the interests of the Air passengers to have access to fair and prompt compensation in case of any loss or damages or accidents during the course of their flights. The substantial number of these mechanisms are as described below:

A. Provision of Emergency Relief Fund Pending the decision of the Court of Law:

The international legislator has been very keen in ensuring that any injured air passenger receives an emergency relief fund for the harm he or she might have suffered, swiftly and without any delay, by obliging the air carrier to pay some amounts of money to the injured air passenger pending the time the case would be decided by the Court of Law on the appropriate liable compensation. This is evident

[12] Muhammad Farid al-'Urayni, al-Qanun al-Jawwi: al-Naql al-Jawwi al-Dakhii wa al-Khariji, Dar al-Matbu'at al-Jami'iyyah, Alexandria, p. 257.

in the provisions of the Montreal Convention of 1999[13]. However, this idea did not exist under the Warsaw Convention of 1929 and its amended protocols. This was the main reason why the parties to the Montreal Convention of 1999 took a decision to legislate a temporary reparation for the victims of aviation accidents pending the actual determination of liable compensation by the Law court. Furthermore, Article (28) of the Montreal Convention of 1999 states that: "In case of an aircraft accidents that result in death or injury of the air passengers, the carrier shall pay or advance payment, without any delay, to the natural person or natural persons who are entitled to claim the compensation in order to meet their urgent financial needs, as long as the air carrier is operating under any of the State in party to this convention[14].

These sums, as earlier mentioned, does not constitute an admittance of liability, and it may be deducted from any sum that may have to be paid by the Air carrier as compensation at a later time. The system of providing an emergency relief fund prior to the adjudication and determination of the appropriate liable compensation by the Court of Law is not limited to damages inflicted on the passengers on board of the aircraft only, as the Article 8 of the Montreal Convention of 2009 requires the air craft operator to advance payment, without any delay, to the natural person(s) who may be entitled to claim the compensation under this Convention, so as to meet their urgent financial or economic needs if the air carrier operator is obliged to do so under the law of the country in which the damage might have occurred.

B. Reconciliation between the Air Carrier and the Air Passenger:

The origin of this system of settlement goes back to the Guatemala Protocol of 1971, where it is stated in Article 8, and which was further amended by Article (22/3 / B) of the Warsaw Convention of 1929. Although, the reconciliation system is established in both the Montreal Convention and the Guatemala Protocol. However, it is noteworthy to mention that there is a slight difference between both of them. This difference lies in the fact that "reconciliation" according to the provisions of the Guatemala Protocol requires that a written notification must be sent by the plaintiff to the air carrier, and that notification must include the sums being claimed and the account detail of the plaintiff. It is then upon the Air Carrier to swiftly respond to the notification in writing by proposing certain amount of money to the victim of the air accident from that period till the date a suit is expected to be filed at the Court of Law, and that relief fund to be offered should be within the maximum limit of One million five hundred thousand Francs. That which, however, cannot be exceeded, even if it is proved that the Air carrier has acted in bad faith[15].

The proposal for reconciliation, otherwise known as amicable settlement, shall take place from the date of the accident that resulted in injury or death of the Air passenger, and before a suit is filed at the Court of Law. This period is short if it is

[13] This idea was highly welcomed by the States' parties to the Convention because the humanitarian and economic sides were clearly in favor of the victims of aviation accidents, and for some time, the issue of payment of the due financial liability became the issue of contention in dealing with insurance and aviation companies. So it is, therefore, a better idea that a decision was taken to incorporate this requirement in the Montreal Convention of 1999.

[14] Air carrier liability under EU Regulation 261/2004 and the Montreal Convention- Dott.ssa Benedetti Valeant. benedetta.valenti@ssalex.com- p. 9.

[15] See Article 12 of the Guatemala Convention of 1971, as amendment to Article 25 of the Warsaw Convention of 1925.

compared to the period stipulated in the Guatemala Protocol. However, the period of notification is deemed to commence from the date of the accident, and not the date of submission of notification by the plaintiff. Meanwhile, the text of Article (22/6) of the Montreal Convention did not specify the amount to be paid, because under the Montreal Agreement of 1999, there is no end limit to liability. As a result of that, the amount is to be determined in accordance to the enormity of the damages, even if it is more than the amount specified in the Guatemala Convention. It must be mentioned here that it is the responsibility of the Air Carrier to initiate the offer for reconciliation and to propose the value of compensation to the Air passenger in accordance with the provisions of Article (22) of the Montreal Convention.

In addition to the above analysis, the writer is of the opinion that arbitration is permissible in disputes related to the air transport of the passengers, especially after the occurrence of accident or damage or loss. This method, in the writer's view, is easier for the victims of air transport accidents than to resort to adjudication through the Court of Law against the air carrier, because arbitration is not only considered to be fast in providing an amicable settlement between the parties in dispute but also, it is considered to aptly simplifies the litigation procedures, especially if the arbitration is to be in form of the one stipulated in the Montreal Convention of 1999.

C. Periodic Review of the Limitation of Liability:

Regarding the limitation of liability, some of the national legislations consider it an obligation to embark on periodic review of the limit of the compensation that is liable to be borne by the Air carrier, and to examine how it is in conformity with the prevailing economic reality. Article 7 of the European Union Regulation No. 889/2002, issued on 13th May 2002 states that: "within the three years of the implementation of this regulation, the commission assigned to it must study the extent of the need to reconsider the amounts stipulated in the regulations according to the prevailing circumstances of the economy and the directives of the International Civil Aviation Organization (ICAO)". In another vein, Article (24) of the Montreal Convention of 1999 provides that a periodic review of the limitation of liability should be carried out by the legislative body; which is the ICAO, once in every five years, provided that the first review takes place at the end of the fifth year of the effective date of this agreement, or within a period of five years from the date it is opened for signature, or during the first five years that it is put into force, through the use of an inflation factor that is consistent with the rate of accumulated inflation since the previous review, or the first time from the date the agreement is put into force[16].

It is, therefore, pertinent at this junction, to stress that the mechanism specified for the reviewing of the limitation of liability in the Montreal Convention of 1999 is an effective guarantee that is meant to protect the rights of the Air passenger. Also, the emergency relief fund, as recommended, is not only large enough but very sufficient to cover the damages that might have befall the Air passenger. This kind of compensatory awards affirm the aim of the Montreal Convention in an effort to

[16] See http:// Legacy. icao. Int /icao/en/Ieb/mt199. pdf.

establish the fact that the provision of insurance to repair any damage or loss is the liability of the Air carrier[17].

Conclusion:

In the foregoing analyses, it is demonstrated that the importance attached to the issue of liability and responsibility of the air carrier towards the air passenger with regards to safety and security in terms of loss or damages during the course of air travel cannot be overemphasized. On the basis of that, most of the countries began to develop legislations that guarantee the coverage of air carriage and air transport loss through the provision and legislation of substantial and essential rules guaranteeing the compensation for damages caused by Aircraft to the third parties within a short period of time. However, in order to avert any conflict of laws several national and international legislations promulgated were unified, and several agreements and protocols guaranteeing the provision of compensation through the procurement of an air insurance and provision of emergency relief fund for the benefit of the air passenger or his or her heir were entered into and ratified at different conventions at the national, regional and international levels due to its uniqueness from other means of transportation, such as land or sea. Accordingly, it is the view of the writer that these international agreements and conventions, as entered into by the States' parties to it, should be subjected to periodical reviewing from time to time, taking into account the interest of the air passenger and the prevailing economic circumstances, Lastly, it is pertinent to emphasize that the mechanism specified for the reviewing of the limitation of liability of the Air carrier at the Montreal Convention of 1999 is an effective guarantee that is meant to protect the rights of the Air passenger in terms of accident or loss or damages.

References:

Abu Zayd Ridhwan, al-Qanun al-Jawwi, Qanun al-Tayaran al-Tijari, Dar al-Fikr al-Arabi, Alexandria, 1983.

Agreement to unify some international air transport rules signed in Montreal. 1999.

Air carrier liability under EU Regulation 261/2004 and the Montreal Convention-Dott.ssa Benedetti Valeant. benedetta.valenti@ssalex.com-

Compensation Agreement for Damage caused by Aircraft to Third Parties, "General Risks", Montreal 2009.

[17] In a situation where the damages or loss is caused by an Air transport to persons on the surface of the earth, the international legislator has provided the necessary security coverage through the idea of a periodic review of the limitation of the liability of the Air carrier's operators, as stipulated in Article (15) of the Montreal Convention of 2009 which states that: "Subject to paragraph 2 of this Article, the amounts specified in paragraph 1 of Article 4 must be reviewed by the Air carrier through the application of an inflation factor that is consistent with the rate of accumulated inflation since the previous review, or the first time from the effective date of this agreement. The inflation rate that is to be used in determining the inflation factor must be calculated in accordance to the weighted average, and on the basis of the annual rates of increase or decrease in the price indices of consumer products in the countries which its currencies is said to contain "a special withdrawing rights' unit" that is mentioned in Article Fourteen".

Farouq Malesh, al-Naql al-Mu ta'addid al-Wasait al-Awjuh al-Tijariyyah wa al-Qanuniyyah, al-Akademiyyah li al-Ulum wa al-Teknologia wa al-Naql al-Bahri, Cairo, no date and publishing house.
Faruq Ahmad Zahir, Tahdid Mas'uliyyat al-Naqil al-Jawwi wifqan li ittifaqiyat Warsar wa al-Brotokolat al-Mu'addilat laha, An Unpublished Ph.D Thesis, College of Law, Cairo University, 1985.
Guatemalan Protocols of 1961 and 1971, amending the Warsaw Convention of 1929.
Hague Protocol of 1955 amending the Warsaw Convention of 1929.
Hani Duwaedar, Qanun al-Tayaran al-Tijari, al-Naql al-Dakhili wa al-Dawli, Dar al-Jamiah al-Jadidah, Alexandria, 2003.
Hasan Yusuf Mahmud, Al-Ta'min mim Mas'uliyyah al-Naaql al-Jawwi al-Dawli li al-Ashkhas, An unpublished Doctorate Thesis, Cairo University, 2009.
http:// Legacy. icao. Int /icao/en/Ieb/mt199. pdf.
Montreal Convention of 1966.
Muhammad Farid al-'Urayni, al-Qanun al-Jawwi: al-Naql al-Jawwi al-Dakhii wa al-Khariji, Dar al-Matbu'at al-Jami'iyyah, Alexandria.
Muhammad Nasr al-Din Mansur, Daman Ta'awidh al-Madhrurin bayna al-Qawa'id al-Mas'uliyyah al-Fardiyyah wa I'tibarat al-Tadamun al-Ijtima'in, Dar al-Nahdah al-Arabiyyah, Cairo, 2012.
Revue feancase de droit aerien, 2014.
Space journal - The aviation & - April/June 2011 Year X no.2.
The Four Montreal Protocols of 1975.
Usamah Mahmud Abdul Salam, Ahmad Abdul Hadi al-Sayyid, Sahir Abdul Qadir Shahhanah, Muqaddimat fi al-Ta'min al-Bahri wa al-Jawwi, Jami'at Hulwan, No Publisher, 2007.
Warsaw International Convention for unification of some of the Rules of International air transport, 1929.
www.airlines.org. Accessed on
www.courdecassation.fr. Accessed on
www.icao.Int. Accessed on
www.imf.org. Accessed on
www.leagle.com. Accessed on
www.openjurist.org. Accessed on