

The Channelling of Liability under the 1999 Montreal Convention

Abstract

As the cornerstone of international air carrier liability rules, the 1999 Montreal Convention has created a 'channelled' liability system to promote adequate and rapid compensation. This paper first explores the origin of 'channelling' liability under the Montreal Convention, then examines two possible scenarios arising from 'channelling' of liability; Finally analyses the legal effect of 'channelled' liability in light of the Convention's purposes, while noting difficulties faced by carriers because of third-party indemnity claims.

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1. Introduction

With a view to protect consumers and strengthen uniformity, the 1999 Montreal Convention (hereinafter MC99)¹ has effectively modernised the uniform rules governing contractual liability of international air carriage previously established by the 1929 Warsaw Convention (hereinafter WC29).² In order to ensure that damage inflicted upon claimants can be adequately and rapidly compensated,³ MC99 has established a strict liability regime against carriers,⁴ also introducing a ‘two-tier’ liability regime and mandatory liability insurance requirements.⁵ MC99 has therefore rendered compensation thereunder ‘unlimited and secured through carriers’, as noted by Prof. Bin Cheng.⁶

Questions arise, however, on whether MC99 has made actions against carriers exclusive, therefore ‘channelling’ all liability claims to carriers. MC99 Article 29 has not explicitly excluded third parties from becoming defendants together with carriers,⁷ which seems to imply that carriers are not the *only* defendants. MC99 Article 46, however, provides a ‘right of recourse’ against third parties, which seems to suggest that liability claims shall be first compensated by carriers, then carriers can turn to third parties for recourse.

Conflicts also arise when claimants bring suit against a third party (i.e., an aircraft manufacturer) in the first place and then the third party turns to the carrier for indemnification. As MC99 remains silent on who are the persons entitled to bring suit against carriers,⁸ the Convention is therefore potentially applicable to the litigation between the third party and the carrier as ‘any action for damages’ arising from international air carriage, ‘however founded’, shall be governed by the Convention.⁹ This paper will first focus on the implied intention of MC99 to channel liability, and secondly examine the two possible scenarios that can arise from channelling liability with their potential legal impacts respectively. Finally, this paper will analyse the legal effects of channelling liability in light of the purposes of MC99 with a view to protect carriers from third-party indemnity claims

2. MC99 Intends to Channel Liability via the Carrier

2.1 MC99 Has Created an Independent, Exclusive and Mandatory Liability Regime

¹ Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) (entered into force 4 November 2003) ICAO Doc 9740 preamble.

² Convention for the Unification of Certain Rules for International Carriage by Air (Warsaw Convention) (entered into force 13 February 1933) 137 LNTS 11.

³ See C Cheng (ed) *Studies in International Air Law: Selected Works of Bin Cheng* (Brill Nijhoff 2018) 710.

⁴ Montreal Convention art 17; See BI Scott and A Trimarchi *Fundamentals of International Aviation and Policy* (Routledge 2020) 174.

⁵ Montreal Convention art 50.

⁶ See C Cheng (ed) *Studies in International Air Law: Selected Works of Bin Cheng* (Brill Nijhoff 2018) 714.

⁷ See P Neenan ‘The effectiveness of the exclusivity provision in foreign serious aviation accidents: does the Montreal Convention channel liability against the carrier?’ (2011) 57.

⁸ See Montreal Convention art 29.

⁹ *ibid.*

MC99 has inherited the principle of exclusivity from WC29¹⁰ and reiterated the principle through Articles 29, 33, 47 and 49. MC99 Article 29 has established that in the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in this Convention [...].

Firstly, 'Any action' and 'however founded' thereunder highlight that MC99 has created a self-suffice and independent 'Convention cause of action' other than those available under domestic laws.¹¹ Secondly, 'can only be brought [...] set out in this Convention' highlights that the Convention cause of action pre-empts all domestic causes of action having the same scope of application.¹² MC99 applies exclusively within its scope of application therefore. Thirdly, regimes under MC99 shall apply mandatorily when applicable, regardless the will of the parties involved. Mandatory application is supported by MC99 Article 47, which provides that any attempt to relieve the carrier of its liability or fix a lower limit of liability is null and void, also MC99 Article 49, which provides that any attempt to infringe or evade the rules of the Convention is null and void. MC99 therefore remains dominant in deciding how the litigation against the carrier can proceed and what to do if the liability lies in a third party.

2.2 The Drafter's Intention to Channel Liability via the Carrier

The intention to channel liability is furnished through four aspects of rules under MC99: (i) Designating the carrier as the person liable; (ii) obligation of advance payments; (iii) requirements of liability insurance; and (iv) right of recourse.

First, MC 99 Article 17 highlights that *the carrier* is liable for damage sustained from international air carriage. One may wonder whether it means that *only* the carrier can be held liable under MC99. The answer is negative for two reasons. On the one hand, MC99 Article 30 provides that 'servants and agents' of the carrier can also be held liable in case of damages arising when they are acting within their scope of employment. On the other hand, if drafters intended to render the carrier as the sole person that can be held liable under MC99, they could well rephrase MC99 Article 17 as explicit as it was in the 1960 Convention on Third Party Liability in the Field of Nuclear Energy¹³ Articles 3(a)(i) and 6(a), which provides that 'the operator of a nuclear installation shall be liable, in accordance with this Convention, damage to or loss of life of any person' and 'the right to compensation for damage caused by a nuclear incident may be exercised *only* against an operator liable for the damage in accordance with this Convention'. Similarly, the 1963 Vienna Convention on Civil Liability for Nuclear Damage (hereinafter 1963 Vienna Convention)¹⁴ Article II(5) also provides

¹⁰ See GN Tompkins Jr *Liability rules applicable to international air transportation as developed by the courts in the United States: from Warsaw 1929 to Montreal 1999* (Kluwer Law International 2010) 96.

¹¹ See PS Dempsey *Aviation Liability: Law* (2nd edn LexisNexis 2013) 291; see also *El Al Israel Airlines v Tseng* 525 US 155 (1999).

¹² See PMJ Mendes de Leon *Introduction to Air Law* (10th edn Kluwer Law International 2017) 172; see also *Ugaz v American Airlines* 576 F Supp 1354 (SD Fl 2008).

¹³ Convention on Third Party Liability in the Field of Nuclear Energy (entered into force 1 April 1968).

¹⁴ Vienna Convention on Civil Liability for Nuclear Damage (entered into force 12 November 1977) INFCIRC/500.

that ‘except as otherwise provided in the Convention, no person other than the operator shall be liable for the nuclear damage’. MC99 Article 17 therefore, does not extinguish the carrier as exclusively liable.

Second, MC99 Article 28 provides that the carrier shall make advance payment to claimants with ‘immediate economic needs’ under requirement of national laws. Although MC99 had not gone so far to create a separate obligation for advanced payments under Article 28,¹⁵ it allows claimants to utilise such obligations under national laws to aid their immediate economic needs, rendering compensation more flexible and rapid therefore. In addition, by affirming advanced payment obligations under national laws, Article 28 also prevents such obligation under national laws from being pre-empted by exclusive application of MC99.

Third, MC99 Article 50 obliges state parties to ensure carriers are adequately insured for liability claims arising under MC99. One may argue that this obligation is superfluous as most states already have obligations under national laws regarding liability insurance of carriers.¹⁶ Nevertheless Article 50 creates a positive obligation for state parties to regulate and oversee liability insurance of carriers, providing extra security for compensation under MC99 therefore.

Finally, MC99 Article 37 affirms the right of recourse against third parties for the carrier. The potential function of this Article is two-fold. On the one hand, MC99 Article 36 provides that consignors and consignees can choose to bring suit against any carrier involved in a successive carriage, regardless of whether that particular carrier being sued has actually caused the damage.¹⁷ If the liability is contributed by other carriers involved in successive carriage, the carrier being sued can then rely on MC99 Article 37 against the carrier that is ‘truly liable’. On the other hand, MC 99 Article 37 can be interpreted as a clear guidance to channel liability via the carrier. As noted by International Chamber of Commerce (ICC)¹⁸ and International Union of Aerospace Insurers (IUAI),¹⁹ liability claims shall be first adequately compensated by the carrier, then the carrier can turn to third parties that potentially contribute to the damage.

As Prof. Bin Cheng noted in his proposal to create an integrated system of air carrier liability, once carrier liability has become ‘unlimited, absolute and secured’, the carrier will almost automatically become the target for lawsuit,²⁰ as seeking adequate compensation from the carrier is much easier and more secured than raising claims against third parties based on product liability or tort. Here, one can notice that through introducing the ‘two-tier’ liability system under Articles 17 and 21,²¹ MC99 has render carrier liability ‘partially absolute’ and unlimited.²² Advance payment requirements

¹⁵ See E Giamulla & R Schmid et al *Montreal Convention Annotated* (Kluwer Law International 2006) Article 28 – 3.

¹⁶ *ibid* Article 50 – 1.

¹⁷ *ibid* Article 37 – 1.

¹⁸ See ICAO ‘International Conference on Air Law (Convention for the Unification of Certain Rules for International Carriage by Air) Montreal, 10-28 May 1999’ vol 2 Doc 9775-DC/2, 126.

¹⁹ *ibid* 158.

²⁰ See C Cheng (ed) *Studies in International Air Law: Selected Works of Bin Cheng* (Brill Nijhoff 2018) 710.

²¹ That is, a strict liability regime under SDR 128,821 (amended December 2019) for death and bodily injury of passengers, and an unlimited fault-based liability with no limitation; see BI Scott and A Trimarchi *Fundamentals of International Aviation and Policy* (Routledge 2020) 174-176.

²² C Cheng (ed) *Studies in International Air Law: Selected Works of Bin Cheng* (Brill Nijhoff 2018) 915.

and mandatory insurance under MC99 Articles 28 and 50 render compensation from the carrier flexible and secured. Drafters of MC99 therefore strongly encourage claimants to seek compensation from the carrier instead of any third party, although drafters did not proceed so far to render this encouragement exclusive.

3. Two Possible Scenarios Arising from Channelling Liability

3.1 Model A: Channel Liability via the Carrier

Two scenarios can arise from channelling liability, depending on whether the carrier acts as ‘a channelling device’ or as the person ultimately liable. The carrier acts as a ‘channelling device’ in Model A, in which the carrier handles all claims under MC99 first, and then turns to third parties potentially liable for recourse, as it is shown in Figure 1.

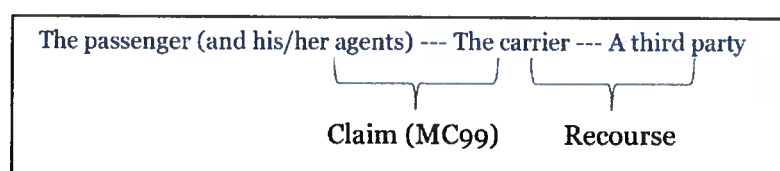


Figure 1: Channelling Liability via the Carrier

Model A is the model desired by the drafters of MC99, which can (i) streamline litigation; and (ii) reduce possibility for claimants to seek compensation from third parties other than the carrier in the first place as seeking compensation from the carrier is easier and more guaranteed. Model A is also a consumer-friendly approach as the carrier is the sole point of contact for claimants to get adequate compensation. However, the carrier still has to carry the burden for recourse against third parties, which can be lengthy and tough process, as noted by IUAI.²³

National courts tend to affirm the Model A channelling of liability. In the *In Re Air Crash at Agana, Guam* (1997), the court ruled that the carrier was entitled to seek indemnification against a third party outside the scope of WC29, but such indemnity claims shall be limited to the amount foreseen by WC29.²⁴ In a recent Chinese case, the consignor’s insurer brought suit against the contracting carrier for damages of cargo, executing his right of subrogation. The court ruled that the contracting carrier is liable under MC99. However, as the claimant did not seek any compensation from the actual carrier, the contracting carrier may still turn to the actual carrier for recourse under MC99 Article 45.²⁵

3.2 Model B: Channel Liability to the Carrier

²³ See ICAO ‘International Conference on Air Law (Convention for the Unification of Certain Rules for International Carriage by Air) Montreal, 10-28 May 1999’ vol 2 Doc 9775-DC/2, 158.

²⁴ See JM Balfour & PMJ Mendes de Leon (eds) *From Lowlands to High Skies: A Multilevel Jurisdictional Approach towards Air Law: Essays in Honour of John Balfour* (Martinus Nijhoff Publishers 2013) 266.

²⁵ *Beijing Kangjiekong International Freight Agency Ltd v Samsung Insurance (China) co Ltd* (2021) <<https://wenshu.court.gov.cn/website/wenshu/181107ANFZ0BXS4/index.html?docId=240d95e998364bcdabf7adb400039e88>> accessed 30 October 2021.

Model B arises mainly out of MC99 Article 29, which has failed to specify who is the person entitled to bring suit thereunder. One may therefore wonder if a (legal) person such as an aircraft manufacturer can bring suit against the carrier under MC99. This particular situation may happen when the claimants bring suit against a third party other than the carrier in the first place, and the third party turns to the carrier for indemnification, as it is shown in Figure 2:

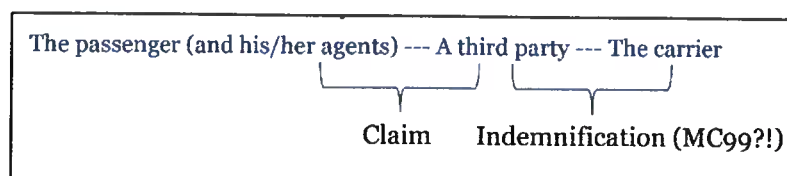


Figure 2: Channel Liability to the Carrier

One can split Model B into two separate actions in order to analyse its legal implications, the action brought by the claimants against the third party and the indemnity action brought by the third party against the carrier. On the one hand, the action initially brought by the claimant against the third party does not fall under MC99 because (i) the defendant is not the carrier, which renders MC99 Article 17 inapplicable; and (ii) the cause of action may probably embody in national laws (i.e., if the third party is an aircraft manufacturer the cause of action may be product liability. If the third party is an airport service provider the cause of action may be tort).

On the other hand, questions arise as whether or not MC99 is applicable to the indemnity action brought by the third party against the carrier. The answer is probably negative based on several reasons. First, although MC99 Article 29 has failed to specify who is the person entitled to bring suit,²⁶ it has specified that ‘damages’ thereunder should arise from ‘carriage of passengers, baggage and cargo’.²⁷ Here there is no such carriage happening between the third party and the carrier. Even if the third party is a person entitled to bring suit under Article 29, there is no proper ‘damages’ he can claim thereunder.

Second, cause of action under MC99 does not cover indemnification. The ‘Convention cause of action’ created under MC99 Article 29 is tailored to cover all liability claims brought by *the passenger* against *the carrier*. The wording ‘however founded’ is intended by the drafters to prevent domestic characterization procedures from intervening with the exclusive application of the Convention,²⁸ instead of covering all claims against the carrier. One may wonder that if indemnity cannot be contained by the ‘Convention cause of action’, then can indemnity substitute the ‘Convention cause of action’? The answer is still negative as noted by the court in

²⁶ The vagueness regarding who is the person entitled to bring suit under MC99 Article 29 is intended by the drafters to encompass all claims against carrier for compensation made by family members or relatives of the passenger. It is subject to private international law and national law to decide who is entitled to bring suit. See PPC Haanappel ‘The right to sue in death cases under the Warsaw Convention’ (1981) 6(2) Air & Space L 66-78.

²⁷ Montreal Convention art 29.

²⁸ See P Zheng *Studies in Air Carrier Liability Arising from International Carriage of Passengers* (China Law Press 2016) 74.

Chubb v Menlo Worldwide Forwarding (2011)²⁹ and *In Re Air Crash Near Nantucket Island* (2004)³⁰ that MC99 does not create a cause of action for indemnity, nor does MC99 mention indemnification or contribution claims between a third party and the carrier.³¹ In addition, the ‘Convention cause of action’ also only embodied in the contract of carriage between the passenger and the carrier, supported by Prof. Paul S. Dempsey.³² Here in Model B there is no contract of carriage between the third party and the carrier, ‘Convention cause of action’ is inapplicable therefore.

Third, MC99 Article 17 contains a system of factual requirements for the claimants to fulfil in order to render the carrier liable. This includes the proof of ‘death or bodily injury’ resulting from an ‘accident’, happening ‘onboard the aircraft’ or during ‘embarkation or dis-embarkation’. Here in Model B, as there is no international air carriage existing between the third party and the carrier, factual requirements under MC99 Article 17 are impossible to argue therefore. To conclude, although MC99 intends to channel liability, it does not intend to render the carrier as the ultimate person liable. It is also almost impossible to apply MC99 in case of Model B in practice.

4. The Carrier Shall Be Protected from Third-party Indemnity Claims

Through channelling liability via the carrier, MC99 succeeds in achieving its goal to improve consumer protection and provide adequate compensation to the claimants.³³ The carrier, however, is left between the need to adequately compensate claimants and exposure to third-party indemnity claims.

As discussed in Part 3.2, MC99 is almost inapplicable between the third party and the carrier. As a result, the carrier will probably be exposed to unlimited, even punitive liability and disadvantage in choosing jurisdiction. First, resulting from the inapplicability of MC99, the carrier is no longer protected by the limitation of liability provided thereunder. In Model B, the fore-going action between the claimants and the third party can be a product liability claim or a tort claim or otherwise based on national laws. In some jurisdictions product liability claims can result in unlimited, even punitive compensation.³⁴ Some jurisdictions also allow recoverable mental damages from product liability claims. This risk can therefore be transferred to the carrier through the indemnity action.

Second, the carrier is no longer protected by the choice of jurisdiction clause provide under MC99 in case of third-party indemnity claims. As noted by Prof. Bin Cheng, five forums provided under MC99 Article 33 are carefully balanced so that interests of the claimants and the carrier can be managed equally.³⁵ However in third-party indemnity claims, the carrier will probably be forced into litigation in a forum

²⁹ *Chubb Ins Co of Europe SA v Menlo Worldwide Forwarding* 634 F 3d 1023, 1026-27 (9th Cir 2011).

³⁰ See *Re Air Crash Near Nantucket Island, Massachusetts, on October 31, 1999* 340 F Supp 2d 240 (EDNY 2004).

³¹ See P Neenan ‘The effectiveness of the exclusivity provision in foreign serious aviation accidents: does the Montreal Convention channel liability against the carrier?’ (2011) 75-76.

³² See PS Dempsey ‘AIRBUS – ARMAVIA AIRLINES réf. 2008-0091, Brief of Amicus Curiae Paul Stephen Dempsey’.

³³ Montreal Convention preamble.

³⁴ Notably the United States.

³⁵ See C Cheng (ed) *Studies in International Air Law: Selected Works of Bin Cheng* (Brill Nijhoff 2018) 1043.

that he is not familiar with and enjoys no convenience.

A good example is *Airbus v Armavia Airlines* (2013). In this case the Armavia Airlines and its insurers had reached an agreement with the claimants after the accident, ensuring the claimants to be adequately compensated by Armavia Airlines under WC29. However, there was still some claimants went to Airbus for a product liability claim. Airbus then turned back to Armavia Airlines for indemnification.³⁶ Toulouse Court of Appeals finally ruled that it had no jurisdiction pursuant to WC29 Article 24, providing that ‘the indemnification claim made by Airbus is tailored to include liability of Armavia Airlines’.³⁷ This reasoning by the court is not so convincing as one can observe from discussion in Part 3.2. However, one may also doubt if it is fair for the carrier to adequately and rapidly compensate claimants under WC29/MC99 on the one hand, while still being subject to high-risk indemnity claims brought by third parties on the other hand. Considering the principle of *restitutio in integrum* embodied in the objective of the WC29 and MC99,³⁸ the claimant shall not gain profit from his/her liability claims, nor shall the carrier suffer from unreasonable economic damage by such liability claims.

Claimants are entitled to choose their desired cause of action in pursuing compensation. However, carriers and courts can still encourage claimants to choose the carrier as the person to bring suit, so that the desired channelling of liability under MC99 can be achieved. The ICAO core principles published in 2015 can also be utilised for this purpose.³⁹ Through promptly and adequately informing passengers their rights and recourse against carriers before, during and after the carriage, possibility of third-party indemnification claims can be reduced to minimum, thus effectively protecting the interests of carriers.

5. Conclusion

Channelling of Liability under MC99 originates from the Convention’s purpose to harmonise and strengthen the uniform air carrier liability rules governing the international air carriage. Through the principle of exclusivity embodied under MC99, the Convention encourages channelling liability via the carrier, so that claimants can be adequately and rapidly compensated by the carrier. In practice there is also possibility for liability being channelled (back) to the carrier by third-party indemnity claims. This situation is not intended by MC99 and MC99 proves to be inapplicable in third-party indemnity claims against the carrier. However, carriers can potentially suffer from such third-party indemnity claims and require further protection.

³⁶ See PMJ Mendes de Leon ‘Jurisdiction under and Exclusivity of Private International Air Law Agreements on Air Carrier Liability: The Case of Airbus versus Armavia Airlines’ in JM Balfour & PMJ Mendes de Leon (eds) *From Lowlands to High Skies: A Multilevel Jurisdictional Approach towards Air Law: Essays in Honour of John Balfour* (Martinus Nijhoff Publishers 2013) 261-273.

³⁷ *ibid* 272-273.

³⁸ See C Cheng (ed) *Studies in International Air Law: Selected Works of Bin Cheng* (Brill & Nijhoff 2018) 1044.

³⁹ ICAO ‘ICAO Council Adopts Core Principles on Consumer Protection and New Long-Term Vision for Air Transport Liberalization’ (Montreal, 9 July 2015) < http://www.icao.int/sustainability/SiteAssets/pages/eap_ep_consumerinterests/ICAO_CorePrinciples.pdf > (accessed 30 October 2021).

Bibliography

International Treaties

Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) (entered into force 4 November 2003) ICAO Doc 9740.

Convention for the Unification of Certain Rules for International Carriage by Air (Warsaw Convention) (entered into force 13 February 1933) 137 LNTS 11.

Convention on Third Party Liability in the Field of Nuclear Energy (entered into force 1 April 1968).

Vienna Convention on Civil Liability for Nuclear Damage (entered into force 12 November 1977) INFCIRC/500.

Cases

El Al Israel Airlines v Tseng 525 US 155 (1999).

Ugaz v American Airlines 576 F Supp 1354 (SD Fl 2008).

Chubb Ins Co of Europe SA v Menlo Worldwide Forwarding 634 F 3d 1023, 1026-27 (9th Cir 2011).

Re Air Crash Near Nantucket Island, Massachusetts, on October 31, 1999 340 F Supp 2d 240 (EDNY 2004).

Document

ICAO 'International Conference on Air Law (Convention for the Unification of Certain Rules for International Carriage by Air) Montreal, 10-28 May 1999' vol 2 Doc 9775-DC/2.

Books

C Cheng (ed) *Studies in International Air Law: Selected Works of Bin Cheng* (Brill Nijhoff 2018).

BI Scott and A Trimarchi *Fundamentals of International Aviation and Policy* (Routledge 2020).

GN Tompkins Jr *Liability rules applicable to international air transportation as developed by the courts in the United States: from Warsaw 1929 to Montreal 1999* (Kluwer Law International 2010).

PS Dempsey *Aviation Liability Law* (2nd edn LexisNexis 2013).

PMJ Mendes de Leon *Introduction to Air Law* (10th edn Kluwer Law International 2017).

E Giumulla & R Schmid et al *Montreal Convention Annotated* (Kluwer Law International 2006).

JM Balfour & PMJ Mendes de Leon (eds) *From Lowlands to High Skies: A Multilevel Jurisdictional Approach towards Air Law: Essays in Honour of John Balfour* (Martinus Nijhoff Publishers 2013).

P Zheng *Studies in Air Carrier Liability Arising from International Carriage of Passengers* (China Law Press 2016).

Articles

PPC Haanappel 'The right to sue in death cases under the Warsaw Convention' (1981) 6(2) *Air & Space L* 66-78.

P Neenan 'The effectiveness of the exclusivity provision in foreign serious aviation accidents: does the Montreal Convention channel liability against the carrier?' (2011).

PS Dempsey 'AIRBUS – ARMAVIA AIRLINES réf. 2008-0091, Brief of Amicus Curiae Paul Stephen Dempsey'.

Internet

Beijing Kangjiekong International Freight Agency Ltd v Samsung Insurance (China) co Ltd

‘北京康捷航空货运代理有限公司、三星财产保险（中国）有限公司天津分公司等保险人代位求偿权纠纷案，天津市第三中级人民法院（2021）津 03 民终 1419 号民事二审判决书’ (2021)

<<https://wenshu.court.gov.cn/website/wenshu/181107ANFZ0BXS4/index.html?docId=240d95e998364bcdabf7adb400039e88>> accessed 30 October 2021.

ICAO 'ICAO Council Adopts Core Principles on Consumer Protection and New Long-Term Vision for Air Transport Liberalization' (Montreal, 9 July 2015)

< [http://www.icao.int/sustainability/SiteAssets/pages/eap ep consumerinterests/ICAO_CorePrinciples.pdf](http://www.icao.int/sustainability/SiteAssets/pages/eap_ep_consumerinterests/ICAO_CorePrinciples.pdf) > (accessed 30 October 2021).