

them from the airport of departure or destination, or change the destination or the name of the consignee, or request their return to the airport of origin. Expenses resulting from the exercise of these rights shall be to the shipper's account.

Article 113. The carrier may exclude from the transportation contract any goods which, because of their bad condition, packing preparation, or other dangerous circumstances listed mentioned in the regulations, may constitute a clear danger to air navigation.

Article 114. The provisions of this chapter shall not affect the provisions of liability in case of accident.

CHAPTER XII. LIABILITY IN CASE OF ACCIDENT

Article 115. For purposes of this chapter, the term "damage" in regard to carriage of passengers shall be deemed to mean the damage suffered by passengers on board an aircraft and by operation of the aircraft, or as a result of the embarkation or debarkation operations.

Damage resulting from the use of other means of transportation of passengers of an aircraft outside the airport shall be excluded from the provisions of this chapter, even though such means of transportation are furnished by the same carrier.

The term "damage" in regard to transportation of goods and baggage shall mean any damage suffered by such property from the time of its delivery to the carrier until the time when the carrier places it at the disposal of the consignee, excepting, however, any period when it is under the jurisdiction of the customs services. The provisions of this paragraph shall not affect the liability of the carrier as bailee in accordance with the provisions of Article 109 of this Law.

Article 116. The carrier shall be liable for damages caused during transportation:

1. For death, injuries or any other bodily damage suffered by a passenger.

2. For destruction, loss, damage or delay of the goods or the baggage, whether under bill of lading or hand-carried.

Article 117. Compensation payable to the passenger shall be the following:

1. For death or total permanent disability: two hundred thousand (200,000) *pesetas*.

2. For permanent partial disability, up to a limit of one hundred thousand (100,000) *pesetas*.

3. For temporary partial disability, up to a limit of fifty thousand (50,000) *pesetas*.

Article 118. Compensation for invoiced or hand-carried goods or baggage shall be the following:

1. For loss or damage to goods up to a limit of five hundred (500) *pesetas* per kilogram of gross weight.

2. For loss or damage to luggage, checked or hand-carried, up to a limit of ten thousand (10,000) *pesetas* per piece.

3. For delay in the delivery of invoiced goods or registered baggage, up to an amount equivalent to the cost of transportation.

If the registered or hand-carried goods or baggage are transported with a declared value accepted by the carrier, the limit of liability shall be the declared value.