



Press and Information

Court of Justice of the European Union
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Judgment in Case C-532/18
Niki Luftfahrt

An airline is liable for the harm caused by a spilt cup of hot coffee

It is not necessary for that accident to relate to a hazard typically associated with flight

In today's judgment, the Court of Justice clarifies that an airline's liability for scalding caused by hot coffee that tipped over on a flight for unknown reasons does not require that a hazard typically associated with flight materialised.

In the present case, a young girl seeks compensation from the (insolvent) Austrian airline Niki Luftfahrt GmbH on account of scalding that she suffered when, on a flight from Palma de Mallorca (Spain) to Vienna (Austria), the hot coffee that had been served to her father and placed on his folding table tray tipped over for unknown reasons. The airline contends that it is not liable for what occurred, since it was not an accident within the meaning of the Montreal Convention,¹ which governs the liability of airlines in the event of accidents. The airline argued that that concept requires the materialisation of a hazard typically associated with flight, a condition that was not fulfilled in the present case. It could not be established whether the cup of coffee tipped over due to a defect in the folding tray table or due to vibration of the aircraft. The Oberster Gerichtshof (Supreme Court, Austria) asked the Court to clarify the concept of 'accident' within the meaning of the Montreal Convention, which does not define it.

According to the Court, the ordinary meaning given to the concept of 'accident' is that of an unforeseen, harmful and involuntary event. Furthermore, the Court notes in particular that the Montreal Convention is intended to lay down a system of strict liability for airlines while maintaining an 'equitable balance of interests'.

The Court concludes that both the ordinary meaning of the concept of 'accident' and the objectives of the Montreal Convention preclude subjecting the liability of airlines to the condition that the damage is due to the materialisation of a hazard typically associated with aviation or to there being a connection between the 'accident' and the operation or movement of the aircraft. The Court recalls that the Montreal Convention allows airlines to exclude or limit their liability. An airline may be exonerated from its liability or limit it by proving that the passenger himself caused or contributed to the damage. In addition, an airline may limit its liability to 100 000 'Special Drawing Rights'² by proving that the damage was not caused by its negligence or that it was caused solely by the negligence of a third party.

The Court therefore answers the Oberster Gerichtshof that the concept of 'accident' at issue covers all situations occurring on board an aircraft in which an object used when serving passengers has caused bodily injury to a passenger, without it being necessary to examine whether those situations stem from a hazard typically associated with aviation.

¹ Convention for the Unification of Certain Rules for International Carriage by Air, concluded in Montreal on 28 May 1999, signed by the European Community on 9 December 1999 and approved on its behalf by Council Decision 2001/539/EC of 5 April 2001 (OJ 2001 L 194, p. 38), which entered into force, so far as the European Union is concerned, on 28 June 2004. That convention is an integral part of the European Union legal order.

² As defined by the International Monetary Fund (IMF). According to the IMF, at the beginning of December 2019 a Special Drawing Right was worth approximately €1.24.

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of European Union law or the validity of a European Union act. The Court of Justice does not decide the national dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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