



PRESS RELEASE No 133/25

Luxembourg, 16 October 2025

Judgment of the Court in Case C-218/24 | Iberia Líneas Aéreas de España (Concept of ‘baggage’)

Air carrier liability: pets are not excluded from the concept of ‘baggage’

On 22 October 2019, a passenger travelled with her mother and her pet (a dog) on a flight from Buenos Aires (Argentina) to Barcelona (Spain). The flight was operated by the airline Iberia. Due to its size and weight, the dog was to travel in the hold, in a pet carrier. During check-in, the passenger did not make a special declaration of interest in delivery at destination concerning the baggage.¹ The dog escaped while being carried to the plane and could not be recovered.

The passenger claimed compensation in the amount of €5 000 for the non-material damage suffered following the loss of her dog. Iberia accepts its liability and the entitlement to compensation, but within the limit laid down for checked baggage.

The Spanish court examining the claim for compensation decided to refer a question to the Court of Justice in order to determine whether the concept of ‘baggage’ within the meaning of the Montreal Convention excludes pets travelling with passengers.

The Court finds that **pets are not excluded from the concept of ‘baggage’**.

Even though the ordinary meaning of the word ‘baggage’ refers to objects, this alone does not lead to the conclusion that pets fall outside that concept.

According to the Montreal Convention, other than carriage of cargo, aircrafts perform international carriage of persons and baggage. The concept of ‘persons’ corresponds to that of ‘passengers’, with the result that a pet cannot be considered to be a ‘passenger’. Consequently, **for the purposes of air travel, a pet is falls within the concept of ‘baggage’ and the compensation for the damage resulting from the loss of a pet is subject to the liability rules for baggage**.

The Court notes that, **in the absence of any special declaration of interest** in delivery at destination, **the limit on an air carrier’s liability for the loss of baggage includes non-material damage as well as material damage**. If a passenger considers that that limit is insufficient, a special declaration of interest in delivery at destination allows him or her to increase the limit, subject to approval by the air carrier and to the payment of a supplementary sum if the case so requires.

The fact that the protection of animal welfare is an objective of general interest recognised by the European Union does not prevent animals from being transported as ‘baggage’ and from being regarded as such for the purposes of the liability resulting from the loss of an animal, **upon the condition that full regard is paid to animal welfare requirements while they are transported**.

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 EU law or the validity of an EU act. The Court of Justice does not decide the 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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The [full text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

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Images of the delivery of the judgment are available on '[Europe by Satellite](#)' ☎ (+32) 2 2964106.

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¹ According to the Montreal Convention ([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, which entered into force, so far as the European Union is concerned, on 28 June 2004), an air carrier's liability for baggage is subject to a fixed cap. The passenger can however make a special declaration of interest in delivery at destination for an additional charge: in the case of loss, damage or delay, the compensation is payable up to the declared value and is no longer subject to the cap.