

Spirit

<https://customersupport.spirit.com/hc/en-us/articles/202096456-What-if-my-baggage-was-damaged->

## What if my baggage was damaged?

We're very sorry if your bag is damaged while in our care. A report must be filed in person within 4 hours of arrival on Domestic flights.

On international flights, if a report was not filed on arrival, in the case of damage, a report must be made within 7 days in writing. A [claim](#) should be submitted to the Luggage Resolution Department within 30 days of the date the report was filed. All claims must be sent via postal mail.

Please note, we can't be responsible for conditions that result from normal wear and tear or damage due to the following:

- Over packing the bag
- Fragile or perishable items
- Manufacturer's defects
- Pre-existing damage
- Scuff marks

[http://www.spirit.com/Content/Documents/en-US/Contract\\_of\\_Carriage.pdf](http://www.spirit.com/Content/Documents/en-US/Contract_of_Carriage.pdf)

Spirit assumes no responsibility or liability for the following items in or as checked or carry-on baggage: money, negotiable papers, securities, business documents, irreplaceable books, manuscripts, publications, photographic or electronic equipment, computers, computer hardware or software, jewelry, watches, eyeglasses (prescription or non-prescription), silverware, china, precious metals, heirlooms, furs, tobacco products, antiques, artifacts, paintings and other works of art, medicines, human organs, perfumes, commercial items, cosmetics, samples, or any similar valuable or fragile items or items not packaged in accordance with other rules here.

7.7.1.2.

For travel wholly between U.S. points, liability for loss, delay or damage to checked baggage is limited to \$3,500 per customer holding a confirmed reservation.

## DELTA

[http://www.delta.com/content/www/en\\_US/traveling-with-us/baggage/after-your-trip/delayed-lost-or-damaged/declaring-baggage-value.html](http://www.delta.com/content/www/en_US/traveling-with-us/baggage/after-your-trip/delayed-lost-or-damaged/declaring-baggage-value.html)

### *Domestic baggage damage:*

- Will reimburse up to \$3,500 per passenger.
- 24 hours to “report” claim.

### *International baggage damage:*

- Will reimburse \$9.07 per lb (max \$640 per bag).
- 7 days to “report” claim

### Excluded damage:

- minor cuts
- scratches
- Dents
- protruding items (eg. handles, wheels, ect.)

An **excess value fee** (\$10-\$50) is applied to property that:

- is a declared value above \$5,000

### Excluded property:

- Cash
- Camera equipment
- Commercial effects
- Computer software/equipment
- Fragile articles
- Jewelry
- lifesaving medication
- negotiable papers
- business documents
- artwork

## **UNITED**

<https://www.united.com/web/en-US/content/travel/baggage/liability.aspx>

### Domestic:

- Will not reimburse over \$3,500
- After your flight, or within 24 hours at 1-800-335-2247

### International:

- Will reimburse \$9.07 per lb (max \$640 per bag).
- After your flight, or within 7 days of arrival "In writing".

### Excluded damage:

- minor cuts
- scratches
- Dents
- protruding items (eg. handles, wheels, ect.)
- fragile or perishable items
- Damage as a result of over-packing
- Loss of security measures/items
- Manufacturer's defects

## **AMERICAN**

<https://www.aa.com/i18n/travelInformation/baggage/delayed-or-damaged.jsp>

### Domestic:

- Will not reimburse over \$3,500
- Must contact airline within 24 hours, or after arrival

### International:

- Will reimburse \$9.07 per lb (max \$640 per bag).
- Must contact airline within 7 days, or after arrival

### Not liable for:

- Carry-on items
- Items not packed properly
- minor cuts
- scratches
- Dents

- Dirt
- Musical instruments
- Recreational/sports items
- Loss, damage or delay due to a security search led by local, state or federal agencies

## **SOUTHWEST**

<https://www.southwest.com/html/customer-service/baggage/index.html>

<https://www.southwest.com/assets/pdfs/corporate-commitments/contract-of-carriage.pdf>

*Must contact Southwest Airlines Baggage Service office at arrival within four hours of landing.*

- Will not reimburse over \$3,500

Not Liable for:

- Manufacturer defects
- for minor damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt.
- Carry-on baggage
- Over-stuffed luggage.

## **Virgin**

<http://www.virgin-atlantic.com/gb/en/travel-information/baggage/missing-baggage/claim-for-lost-baggage.html>

## **Jetblue**

# **Jet Blue**

<http://help.jetblue.com/SRVS/CGI->

[BIN/webisapi.dll?St=342,E=0000000000011745622,K=8318,Sxi=1,Case=obj\(1806\)](http://help.jetblue.com/SRVS/CGI-BIN/webisapi.dll?St=342,E=0000000000011745622,K=8318,Sxi=1,Case=obj(1806))

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## JetBlue's liability coverage for checked baggage

- » Notice of Baggage Liability Limits
- » Items that JetBlue Does Not Hold Liability for

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### Notice of Baggage Liability Limits

For travel entirely within the USA, JetBlue's liability for loss, damage or delay in delivery of baggage is limited to \$3,500 per ticketed passenger unless a higher value is declared in advance and additional charges are assessed. JetBlue assumes no responsibility for fragile, unsuitably packaged, irreplaceable, essential, or perishable items. JetBlue shall not be liable for loss or damage to items including but not limited to baggage wheels, pockets, handles, handles, zippers, hanger hooks, external locks, pull straps, or security straps resulting from fair wear and tear or the ordinary handling of baggage. Please refer to JetBlue's Contract of Carriage for additional information, including the time periods within which you must file a claim or bring an action against JetBlue for loss, damage, or delay in delivery of baggage.

[http://www.jetblue.com/p/jetblue\\_coc.pdf](http://www.jetblue.com/p/jetblue_coc.pdf)

- E. Time Limitations on Claims and Actions: Under the Montreal Convention and the Warsaw Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the Carrier no later than seven (7) calendar days in the case of damage to baggage, and twenty one (21) calendar days in the case of delay thereof.**

## 22. Notice of Claims

- A. For domestic transportation, initial notice of any claim for loss, damage, or delay in delivery of baggage must be given at any Passenger service counter or any office of Carrier within four (4) hours after arrival of the flight on which the loss, damage or delay is alleged to have occurred. Confirming written notice of any baggage related claim, and initial written notice of any other type of claim against Carrier, with appropriate details of the claim, must be given to Carrier not more than twenty-one (21) days after occurrence of the event giving rise to the claim. Failure to give notice within these time limits will not bar the claim if the claimant establishes to the satisfaction of Carrier that he/she was unable to give such notice.

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For domestic transportation, legal action on any claim described above must be brought within one (1) year of Carrier's written denial, in whole or in part, of the claim.

## Virgin Airlines

<https://www.virginamerica.com/cms/legal/guest-service-commitment>

If your baggage does not arrive with you, please file a delayed baggage report with a Virgin America Guest Service Team Member within four hours of your flight's arrival. Once a baggage claim has been entered into our World Tracer baggage tracing system, you will be able to check the status of your claim [online] by entering your last name and "File Reference Number." In the event that your baggage does not arrive at its intended destination the day of your flight, our Baggage Service Team Members will endeavor to contact you daily with an update on our efforts to locate your baggage. When we locate your baggage, we will do our best to return it to you as soon as possible.

<https://www.virginamerica.com/cms/dam/vx-pdf/contract-of-carriage.pdf>



## LIABILITY

### Baggage Liability

The liability, if any, of Virgin America for loss of, damage to, or delay in the delivery of checked baggage and/or its contents is limited to delivery to Virgin America of all necessary receipts for the contents of a bag or the bag itself. For travel between U.S. points, Virgin America's liability is limited to the actual value of the baggage or \$3,500.00, whichever is less.

Virgin America will be liable for up to the original purchase price of lost or damaged wheelchairs or mobility devices.

Virgin America will not offer the option of purchasing excess valuation insurance for any checked or carry-on baggage.

### Exclusion from Liability

Virgin America will not assume liability or responsibility for:

- Property left on aircraft, (but the company will do its best to return lost property).
- Items damaged as a result of items contained in checked or transferred baggage.
- Articles carried in the aircraft cabin.
- Broken or missing baggage wheels, locks, pockets, pull handles, zippers, hooks, and straps, or minor damage such as scratches, scuffs, stains, dents, cuts and dirt or resulting from normal wear and tear.
- Recreational/sports items not presented in a hard-sided case.
- Musical instruments not presented in a hard-sided case.
- Damage to contents if the outside of the hard-sided case is not damaged.
- Damage to or loss of protruding baggage parts such as wheels, straps, pockets, pull handles, hanger hooks or other items attached to the baggage.
- Any indirect, consequential, incidental, punitive or special damages resulting from loss, damage or delayed delivery of checked or transferred baggage, including, without limitation, damages for lost revenue or profits, loss of use, lost wages, or business interruption.
- Damage, loss or spoilage of irreplaceable, fragile or perishable items including the following items in a Guest's checked baggage: