



ANIMALS, LUGGAGE AND AIR LIABILITY: THE CJEU REAFFIRMS THE BALANCE OF THE MONTREAL CONVENTION

On 16 October 2025, the Court of Justice of the European Union (CJEU) handed down a ruling of particular relevance to international air transport (case C-218/24), resolving a preliminary ruling requested by Madrid Commercial Court No. 4¹.

The debate revolved around a seemingly simple question, but one with profound legal and ethical implications: can a pet be considered "baggage" for the purposes of the 1999 Montreal Convention²?

The question arose after a pet was lost during an international flight and its owner subsequently claimed compensation for the moral damage suffered. When referring the matter to the CJEU, the Spanish court expressed doubts as to whether a living being – now recognised as a sentient being under both Article 13 TFEU and international law – could be subject to the same compensation regime as a lost suitcase.

The CJEU's response was clear: pets are not excluded from the concept of 'luggage', and their loss is governed by the liability regime and compensation limits of the Montreal Convention.

Beyond the literal conclusion, the ruling has enormous practical and conceptual significance. Not only does it reaffirm the validity and consistency of the Montreal Convention's international liability system, but by recognising the special emotional and moral value of pets, it contributes to their defence and protection within the existing legal framework.

In this *newsletter*, we analyse the case from four complementary angles: the facts and the ruling, the interaction between the new animal rights paradigm and the current international framework, the nature of moral damage and the role of the Special Declaration of Interest (SDI), and, finally, the practical and future implications for the aviation sector.

THE CASE AND THE RULING: THE CJEU MAINTAINS THE UNITY OF THE SYSTEM

The litigation that gave rise to this decision began after the loss of a pet prior to the take-off of an international flight between Buenos Aires and Madrid. The passenger claimed compensation of €5,000 for moral damage, arguing that her dog should be treated not as luggage, but as a living being whose loss exceeds the economic logic of the transport of goods.

The carrier admitted the loss of the animal but argued that the Montreal Convention establishes a maximum liability limit of 1,288 Special Drawing Rights (SDRs)³ per passenger, unless a Special Declaration of Interest had been made in accordance with Article 22.1 of the Convention, which was not the case here⁴.

Before deciding, Madrid Commercial Court No. 4 referred a question to the CJEU for a preliminary ruling to determine whether pets should be excluded from the concept of luggage, given their status as sentient beings and the growing recognition of their rights.

The CJEU, in a lengthy and carefully reasoned judgment, concluded:

- that the term 'luggage' in Article 17.2 of the Montreal Convention must be interpreted autonomously and uniformly within the Union, without recourse to the national meanings of the Member States;
- that neither the text nor the purpose of the Convention excludes animals from the concept of baggage, and that pets cannot be equated with 'passengers', since the Convention expressly distinguishes between the carriage of persons, baggage and cargo; and, finally,
- the limit of liability provided for in Article 22.2 (1,288 SDR) covers both material and non-material damage, unless a Special Declaration of Interest has been made.

In summary, the Court ratifies that the Convention regime remains the exclusive and sufficient framework for resolving incidents related to the transport of animals, ensuring a balance between the interests of users and carriers.

BETWEEN AFFECTION AND LEGAL UNIFORMITY: THE MONTREAL CONVENTION AND SENTIENT ANIMALS

One of the most interesting elements of the debate is the contrast between social and legislative sensitivity towards animals and the uniform nature of the Montreal Convention, an international treaty designed to unify the rules of air transport and provide global legal certainty.

In recent years, both EU law and national legislation have made signifi-

¹ Judgment of the European Court of Justice (Seventh Chamber) of 16 October 2025 (C-218/24).

² Convention for the Unification of Certain Rules for International Carriage.

³ This limit was updated by the International Civil Aviation Organisation (ICAO) through its five-yearly review in accordance with Article 24 of the Montreal Convention. As of 28 December 2024, the new applicable limit is 1,519 SDRs per passenger.

⁴ Article 22.2. In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay is limited to 1000 Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

cant progress in recognising animals as beings endowed with sensitivity and feelings. In Spain, the Civil Code has been amended by recent legislative reforms that recognise animals as sentient beings and establish that they may only be treated as “things” to the extent that this is compatible with their nature, further reinforcing their protection and welfare⁵.

None of these reforms, however, has addressed air transport. Neither Spanish nor European legislators have yet approved a regulation that specifically regulates liability for the transport of pets alongside passengers, so the Montreal Convention remains the exclusive and uniform framework for all signatory states, including when it comes to pets travelling in the cabin or in the hold.

However, there is one area of transport where European legislators have expressly intervened: rail transport. Regulation (EU) 2021/782⁶ on rail passengers’ rights distinguishes between animals and objects, but both are subject to the same liability regime and the same compensation limit –1,400 units of account–. In other words, even in a much more recent text that is sensitive to animal welfare, the legislator has chosen to maintain a uniform and predictable logic, without upsetting the balance of the system.

This consistency –achieved through legislation or, as in the case at hand, through case law– is not merely a technical issue, but a structural one. If it had been understood that pets were excluded from the concept of ‘baggage’ in the Montreal Convention, it would have been inevitable to place them outside the international liability system, as they cannot be considered ‘persons’ within the meaning of Article 17.1, as recognised in the judgment itself.

This gap would have had very specific consequences: the transport of pets would have been governed by the civil laws of each State, with different liability regimes, divergent limits and incompatible solutions between countries. In practice, this would have made it impossible to continue transporting animals alongside passengers on international flights, given the lack of a uniform and predictable framework.

Hence, the uniformity of the Montreal Convention, far from representing formalistic rigidity, constitutes a guarantee of viability, fairness and continuity. It is precisely this consistency that allows passengers, airlines and authorities to operate under the same legal language and to know, in advance, what coverage exists and how it can be extended through a Special Declaration of Interest or additional insurance.

In short, the CJEU ruling not only confirms that the recognition of animals as sentient beings has ethical and political implications, but also effectively protects animals and their transport by ensuring that they are covered by a clear, predictable and uniform international liability regime. In this way, the ruling preserves the rational balance between emotion and rule, affection and uniformity, ensuring that ethical progress does not translate into legal uncertainty, but rather into more coherent and effective protection for all.

MORAL DAMAGE IN THE TRANSPORT OF ANIMALS: OWNER, LIABILITY AND SPECIAL DECLARATION OF INTEREST

On the other hand, the more human dimension of the case lies in the moral damage caused by the loss of a pet. However, the essential legal question that transcended the approach taken before the Court of Justice was not whether the animal feels, but who is the owner of the damage.

Indeed, the damage eligible for compensation was not that suffered by the animal, but that suffered by its owner, who suffered emotional loss



as a result of a breach of contract due to the loss of her pet⁷. Hence, the recognition of animals as sentient beings does not alter, in this context, either the nature of the damage or the person entitled to claim it.

The CJEU has already specified on several occasions (Walz, C-63/09; Vueling Airlines, C-86/19) that the limit in Article 22.2 of the Montreal Convention covers both material and moral damage, without distinction. This limit acts as an overall ceiling that seeks to balance passenger protection with the economic sustainability of air transport.

However, if the aim were to create a new system to compensate the owner for the non-material damage caused by the loss of their pet, it would be necessary to start from a basic premise: that pain can only be assessed by those who feel it. Consequently, the ideal system would require asking the passenger, before the flight, how much the emotional loss of their pet would be worth to them, so that the company could know, in advance, the magnitude of the risk it is assuming.

But this hypothetical system –where the owner declares the sentimental value of the damage they would suffer if something happened to their pet, and the carrier sets the corresponding price– already exists. It has had a name since 1999: the Special Declaration of Interest in Article 22.2 of the Convention.

The SDI allows passengers to declare, when handing over their luggage (or registering their animal), the value –material or sentimental– they attribute to the property or being being transported, paying an additional amount proportional to that value. In the event of loss, the carrier will be obliged to compensate up to the declared amount.

There is nothing to prevent that declared value from including the emotional component. In fact, a systematic reading of the Convention, together with the logic behind its application and practice, shows that the SDI is an instrument designed as a flexible element capable

⁵ Law 17/2021, of 15 December, amending the Civil Code, the Mortgage Law and the Civil Procedure Law on the legal regime for animals; and Law 7/2023, of 28 March, on the protection of animal rights and welfare.

⁶ Regulation (EU) 2021/782 of the European Parliament and of the Council of 29 April 2021 on rail passengers’ rights and obligations (recast) (Text with EEA relevance). Annex I, Articles 12.2, 33 and 34.

⁷ From the perspective of tort law, compensation is payable only to the owner, not to the animal. In the case under analysis, the dog disappeared during transport, and therefore no direct compensation can be granted in its favour. Even if it had survived, and even if it had suffered injuries, it would still be doubtful whether the dog could be entitled to financial or moral compensation, since the civil liability system does not provide for the reparation of “moral damage” in the legal sense in respect of an animal. This makes it practically impossible to assess and compensate the suffering of a being which, although sentient, lacks legal personality and its own assets.



of reflecting the passenger's real interest, both material and sentimental.

It is also worth noting a revealing linguistic detail: while the Spanish version of Article 22.2 of the Convention refers to 'real value', an expression that may suggest a purely economic valuation, the English and French versions use '*real interest*' and '*intérêt réel*', much broader concepts that refer to the passenger's personal or subjective interest in the goods transported.

This terminological distinction, which may have contributed to the initial questioning by the Spanish referring court, makes it clear that the system already contained the answer to the dilemma. The SDI is the ideal instrument for translating the owner's emotional bond with their pet into figures while preserving the economic and legal logic of the Convention. Both parties –passenger and carrier– know and accept, ex ante, the scope of liability.

PRACTICAL AND FUTURE PERSPECTIVE: ANIMAL WELFARE AND LEGAL CERTAINTY IN BALANCE

The CJEU ruling has implications that go far beyond the specific case. By confirming that pets can be considered baggage for the purposes of the Montreal Convention, the Court ensures the continuity of a globally consistent legal system and avoids a domino effect that would have altered, as has been said, the architecture of international air transport for pets.

If national courts had begun to recognise unlimited liability or differentiated regimes based on species or emotional attachment in accordance with their individual laws, the practical consequences would have been significant: unpredictable increases in costs, operational uncertainty and, most likely, a reduction in the transport of animals by airlines.

Instead, the current framework protects animal welfare without compromising the viability of the service. Companies that decide to transport animals⁸ do so under very strict standards defined by the International Air Transport Association (IATA) through the *Live Animals Regulations* (LAR), a set of constantly updated technical standards that guarantee safety, ventilation, handling and veterinary care.

These practices, together with the legal regime of the Convention, form a comprehensive system that combines animal welfare and legal certainty, two objectives that are not incompatible but complementary.

Looking to the future, the challenge is not to reform the Convention, but to improve complementary protection mechanisms, such as (i) enhancing pre-flight information for passengers on the possibility and practicality of the Special Declaration of Interest; (ii) developing specific insurance products that optionally cover moral damage or declared sentimental value; or (iii) deepening international coordination to standardise animal welfare protocols during transport.

The ruling also sets an important interpretative precedent for other sectors and jurisdictions around the world. The logic that maintains cohesion in air transport could serve as a model of regulatory balance in areas where social sensitivity and the need for legal certainty converge.

The case resolved by the CJEU thus becomes a mirror of the times we live in: a moment in which ethical awareness is advancing faster than legal technique, and in which the law must find a way to integrate sensitivity without losing structure. The Court does not ignore social evolution –on the contrary, it embraces it– but it reminds us that regulatory progress also requires certainty, consistency and predictability.



On the other hand, the Montreal Convention has once again demonstrated its structural strength. Conceived more than 25 years ago, it continues to offer solid solutions to realities that were unthinkable at the time, such as the rise of pet transport. Few international standards have stood the test of time so well.

In short, the message from Luxembourg is clear: there is no need to reinvent the system when a mechanism that works already exists. The law does not always need new frameworks; sometimes it just needs us to use the ones we already have correctly. The Special Declaration of Interest, as old as the Convention itself, now emerges as a modern and adaptable instrument, capable of covering even the immaterial pain that accompanies the loss of a beloved four-legged friend.

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⁸ The transport of animals by air is a voluntary practice; not all airlines offer this service. The commitment of those companies that responsibly decide to maintain the highest standards of animal welfare deserves special recognition.