

Типичные различия в применении судами общих условий внутренних перевозок пассажиров и багажа и соответствующего законодательства Typical Adjudication Differences on the General Conditions of Domestic Carriage of Passengers and Baggage and their Application of Law

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Аннотация. В спорах, возникающих из договоров внутренней воздушной перевозки пассажиров и багажа, наблюдаются существенные различия в применении общих условий перевозки. Указанные расхождения проявляются в трех категориях споров: 1) о действительности стандартных условий (договора присоединения), ключевая проблема которых заключается в судебных разночтениях между требованиями формального соблюдения требований и материально-правовым согласованием условий; 2) об ответственности за повреждение багажа, в которых основное противоречие проявляется в коллизии между положениями общих условий перевозки и нормами Воздушного кодекса, а также в отсутствии справедливости вследствие существенного отставания действующего норматива возмещения («компенсация за килограмм веса»); 3) об ответственности за нарушение обязательств при замене типа воздушного судна, ключевой аспект которых заключается в противоречии между стремлением авиаперевозчика посредством стандартных условий снять с себя гарантию соблюдения типа воздушного судна и разумными ожиданиями пассажиров относительно качества предоставляемой услуги.

В целях формирования единообразного подхода и устранения неопределенности в правоприменении действие стандартных положений должно соответствовать двойным стандартам, предусмотренным статьей 10 Разъяснения Верховного суда по вопросам толкования Общих принципов контрактов.

Стандарт компенсации за повреждение багажа должен заполнить правовые пробелы в соответствии с принципом справедливости, закрепленным в ст. 6 Гражданского кодекса, и соответствовать международным стандартам компенсации, предусмотренным в проекте изменений Воздушного кодекса, что позволит сформировать справедливый и разумный механизм компенсации. Определение факта нарушения условий контракта в связи с изменением типа воздушного судна должно основываться на принципе стандарта обслуживания, установленном в ст. 821 Гражданского кодекса, с учетом объективного критерия ухудшения качества услуги.

Ключевые слова: общие условия воздушной перевозки, стандартные условия (договор присоединения), действие условий договора присоединения, повреждение багажа, замена типа воздушного судна

Abstract. In domestic air passenger transportation contract disputes, there are significant differences in the legal application of the general conditions of transportation, which are concentrated in three types of disputes: first, the dispute over the validity of the standard clause, the core of which lies in the judicial difference between the formal compliance requirements and the substantive agreement; Second, the dispute over the standard of compensation for baggage damage focuses on the conflict between the provisions of the general conditions of carriage and the provisions of the Civil Aviation Law, and the lack of substantive fairness due to the serious lag of the current compensation standard of “compensation per kilogram”; Third, the key to the dispute over liability for breach of contract for aircraft type change lies in the tension between the airline’s obligation to eliminate the type guarantee obligation and the reasonable service expectations of passengers through standard clauses. In order to build consensus and clarify the application of law, the effect of standard clauses should follow the dual standards of conspicuous reminder and substantive knowledge in Article 10 of the Judicial Interpretation of the General Principles of Contracts. The standard of compensation for baggage damage should fill the subsequent legal loopholes with the principle of fairness in Article 6 of the Civil Code, and connect with the international compensation standard introduced in the Civil Aviation Law (Revised Draft) to form a fair and reasonable compensation mechanism. The determination of breach of contract for aircraft type change shall be based on the “service standard principle” established in Article 821 of the Civil Code, and the objective impairment of service quality shall be the criterion.

Keywords: general conditions of air transport, standard clauses, Subscription effect, damage to baggage, aircraft type change

With the popularization of electronic contracting, the general conditions of air transport are important documents regulating the rights and obligations of air transport contracts, and the legal application disputes are becoming increasingly prominent. It coincides with a critical stage in the revision of the Civil Aviation Law, providing an important opportunity to resolve long-standing differences in the application of law. This paper focuses on the field of domestic air passenger transportation, and selects three major disputes such as the validity of standard clauses, the standard of compensation for baggage damages and the liability for breach of contract by aircraft type change as the research objects, mainly based on the following considerations: First, through the Judgment Documents Network and the Peking University Law Weapon Database, the full-text search of cases from 2020 to 2025 with the keywords “air passenger transportation” and “general conditions for domestic transportation of passengers and baggage” is conducted, and 108 judgment documents are preliminarily obtained. After screening, after excluding 12 duplicate cases, procedural rulings and irrelevant cases, the valid samples were 94 cases, including disputes over the validity of standard clauses (28 cases), baggage damage compensation (11 cases) and aircraft type change disputes (15 cases). These three types of cases together account for more than 50%, and there are significant differences in the positions of the adjudicators. Secondly, these disputes are directly related to the institutional connection between the Civil Aviation Law and the Civil Code, especially the regulation of standard clauses, the fairness of compensation standards, and the guarantee of service

standards. Finally, from the perspective of industry development, resolving these disputes is practical and urgent to regulate the air transport market and protect the rights and interests of hundreds of millions of passengers.

This paper takes the Civil Code and its judicial interpretations as the analytical framework, combines typical precedents and law amendment trends, and focuses on the legal application paths of the three types of disputes, aiming to provide a theoretical reference for balancing industry efficiency and contractual fairness. It should be noted that although the general conditions for domestic carriage of passengers and baggage also involve other disputes such as overbooking and refusal of loading, the three major disputes selected in this article are of fundamental significance for improving the legal system of air transport because of their representativeness, theoretical depth and practical value.¹

1. Typical types of disputes regarding the general conditions of domestic carriage of passengers and luggage

1.1. Disputes over the validity of standard clauses

In the process of concluding air carriage contracts, the issue of the validity of the general conditions of carriage as a typical standard clause has become the core focus of controversy. Before the promulgation of the Judicial Interpretation on the General Principles of Contracts, judicial practice showed a trend of parallel formal and substantive review. Most courts fa-

¹ Unless otherwise specified, the term ‘General Conditions of Carriage’ referred to below means the ‘General Conditions for Domestic Carriage of Passengers and Baggage’.

voured the formal review standard, holding that when a passenger ticks the “I have read and agree” option at the time of ticket purchase, it is presumed that the airline has fulfilled its obligation to inform the airline of the risk warning and baggage declaration terms set out on the ticketing website.² Some judgments even further clarify that the carrier’s provision of a website and telephone number for inquiring about the general conditions of carriage on the purchase form is deemed to have fulfilled its reasonable obligation to remind.³ Of course, there are also judges who break through the limitations of formalism and deny the presumption effect of “checking the box and agreeing”, emphasizing the need to examine the true agreement.⁴ After the promulgation of the Judicial Interpretation on the General Principles of Contracts, Article 10, paragraph 3 stipulates that the obligation to prompt or explain cannot be regarded as having been fulfilled just by means of “checking and popping up”. However, even if there are regulations, there are still referees who continue the idea of “checking and agreeing”.⁵ The above conflict is essentially a difference between formal and substantive review, and it still exists after the implementation of the new judicial interpretation.

1.2. Disputes over the standard of compensation for baggage damage

In air passenger carriage practice, the compensation standards for baggage damage have become a ma-

jor contentious issue. Airlines typically incorporate the liability limits prescribed by the Montreal Convention and relevant civil aviation legislation into their General Conditions of Carriage, or formulate their own limited compensation clauses.⁶ However, judicial practice reveals divergences in applying such compensation clauses. Some courts directly enforce the compensation standards stipulated in the General Conditions of Carriage.⁷ For instance, in an air passenger transport dispute involving a damaged violin (6 kg), the court awarded only 600 RMB based on the carrier’s standard of “100 RMB per kilogram” for checked baggage. Other courts conduct substantive examinations of the reasonableness of the baggage compensation standard stipulated in the general conditions of carriage based on the principle of fairness. For example, in an air transport dispute case, although the airline’s general conditions of carriage stipulate the compensation limit, the court combined with the Civil Aviation Law and the Provisions on the Liability Limit of Domestic Air Transport Carriers to exceed the compensation limit of the total conditions of carriage by many times.⁸ In addition, the current standard of “compensation by kilogram” has frequently caused controversy in practice due to the low amount of compensation.⁹ The core of such disputes is that there is a difference in the value of “strict contractual adherence” and “equitable adjustment” in judicial judgments on the compensation standards for air baggage.

² Refer to Guo v. Shanghai Airlines Co., Ltd. Air Passenger Carriage Contract Dispute Case, Xinwu District People’s Court of Wuxi City, Jiangsu Province [2023] Su 0214 Min Chu No. 8812 Civil Judgment. For similar judgments, see Ma Moumou v. China Eastern Airlines Co., Ltd. Air Passenger Carriage Contract Dispute, Beijing No. 2 Intermediate People’s Court [2021] Jing 02 Min Zhong No. 11520 Civil Judgment.

³ Refer to Li Moumou v. China Eastern Airlines Co., Ltd. Air Passenger Carriage Contract Dispute, Shanghai Pudong New Area People’s Court [2018] Hu 0115 Min Chu No. 89817 Civil Judgment. For a similar judgment, see Feng v. Spring Airlines Co., Ltd. Air Passenger Carriage Contract Dispute Case, Guangdong Province Shenzhen Bao’an District People’s Court [2022] Yue 0306 Min Chu No. 1719 Civil Judgment.

⁴ Refer to Ye v. Jiuyuan Airlines Co., Ltd. and other network service contract disputes, Beijing High People’s Court [2022] Jing Min Zai No. 64 Civil Judgment. In this case, the parties disputed whether the airline had fulfilled its obligation to remind with respect to its stipulated “no free consignment quota”. The court ultimately held that although passengers may be aware of the specific content of air transportation services when purchasing tickets, it cannot be presumed that all network users are aware of and voluntarily accept the terms of the air transport service when entering into a transportation contract with a transport company through a third-party trading platform just because passengers check “I have read and know” when purchasing tickets.

⁵ Refer to Liu v. Hainan Company and Other Air Passenger Contract Dispute Case, Haikou Maritime Court [2025] Qiong 72 Min Chu No. 99 Civil Judgment. In this case, the court held that the plaintiff read and agreed to the defendant HNA’s General Conditions of carriage, which constituted the agreement of the transportation contract between the two parties, and did not review whether the specific way in which the airline provided the standard clause met the statutory prompt standards.

⁶ Dong Nian-Qing. Theoretical Interpretation and Practical Investigation of Exemption Clauses: Based on the Analysis of Air Carriage Contracts[J] // Lanzhou Academic Journal. 2021. № 12. P. 16—32.

⁷ Refer to Feng v. Spring Airlines Co., Ltd. Air Passenger Carriage Contract Dispute, Bao’an District People’s Court of Shenzhen, Guangdong Province [2022] Yue 0306 Min Chu No. 1719.

⁸ Refer to China Eastern Airlines Co., Ltd. v. Sun Wei Air Cargo Contract Dispute, Beijing No. 3 Intermediate People’s Court [2021] Jing 03 Min Zhong No. 11892 Civil Judgment.

⁹ Beijing News Commentary. [2024, March 26]. Don’t just debate whether the ‘260 million porcelain’ is a scam; the airline’s ‘pay by the kilogram’ policy is a predatory clause. Toutiao. Retrieved July 10, 2025, from URL: <https://www.toutiao.com/article/6284981248704119297/>.

1.3. Disputes over the determination of breach of contract by aircraft type change

In the practice of air transportation, the choice of aircraft type directly affects the travel experience of passengers, and there are significant differences in comfort and facility configuration between different models. At present, disputes caused by airlines' unilateral changes in aircraft models are frequent, and there are obvious differences in judicial practice as to whether it constitutes a breach of contract. Some courts strictly follow the contractual agreement, holding that if the airline clearly states in the general conditions of transportation that the aircraft type may be changed, and the passenger does not raise any objection when purchasing the ticket, it should be deemed that the passenger has accepted this agreement, and the airline's change of aircraft type does not constitute a breach of contract.¹⁰ In contrast, other courts emphasize that based on the substance of the contract and the reasonable expectations of the passenger, the airline changed the aircraft type without informing the passenger, which reduced the comfort of the flight, which constituted a breach of contract.¹¹ The core of the above judgment disagreement is whether the airline should fully respect the formal agreement of the contract when excluding the aircraft type guarantee obligation through the general conditions of transportation, or whether it needs to take into account the reasonable expectations and substantive fairness of passengers.

2. Analysis of the causes of typical disputes regarding the General Conditions for Domestic Carriage of Passengers and Baggage

2.1. The causes of disputes over the validity of standard clauses

The disagreement in the judicial practice on the validity of the general conditions for carriage mainly stems from the following factors: First, although air-

lines use visual prompts such as bold font and bolding, due to the lengthy content and dense typesetting, and often superimpose multiple documents such as the "Terms of Service for Air Ticket Ordering" and "International General Conditions of Carriage", which not only leads to a poor actual reading experience, but also makes the key clauses hidden under multi-layer links, requiring multiple clicks to view the full content.¹² Although this "information overload" presentation meets the minimum prompt requirements in form, it seriously weakens the recognition of rights and obligations such as liability limitation, baggage damage, and aircraft type change due to insufficient visual distinction of clauses, making it difficult for consumers to quickly locate key clauses in the vast amount of information, and it is difficult to reach the level of "sufficient to attract the attention of the other party" required by Article 10, Paragraph 1 of the Judicial Interpretation of the General Principles of Contracts.

2.2. Causes of disputes over baggage compensation standards

The differences in judicial practice on compensation for baggage damage mainly stem from the following two issues: First, the lag of compensation standards. The Provisions on the Liability Limit of Domestic Air Transport Carriers formulated in 2006 and the Rules for the Domestic Carriage of Civil Air Passengers and Baggage of China formulated in 1996 and revised in 2004 both stipulate the compensation standard of "RMB 100 per kilogram". These standards were formulated in line with the social and economic conditions at that time, but after more than 20 years, with economic development and significant price changes, it has been difficult to adapt to actual needs. For example, if a limited edition suitcase checked in by a passenger (with a purchase price of 1,700 yuan and has collection value) is seriously damaged during transportation, the airline will compensate 500 yuan according to the total transportation conditions at the rate of 5 kg.¹³ The judgment result of this kind of

¹⁰ Refer to Zhong Moumou v. China Southern Airlines Co., Ltd. Air Passenger Carriage Contract Dispute, Guangzhou Railway Transport Intermediate People's Court (2021) Yue 7101 Min Chu No. 80 Civil Judgment. The aircraft model purchased by the passenger in this case was "Boeing 787", which was found to be "Airbus 321" after boarding. The passenger filed a lawsuit claiming that the airline was liable for breach of contract. The court cited the airline's general conditions of carriage that "the aircraft type stated in the flight schedule may change from the actual aircraft type, and the aircraft type does not constitute an integral part of the transportation contract between China Southern Airlines and the passenger", and found that the airline's change of aircraft type did not constitute a breach of contract.

¹¹ Refer to China Eastern Airlines Co., Ltd. v. Liu et al. Air Passenger Carriage Contract Dispute Case, Shanghai No. 1 Intermediate People's Court (2023) Hu 01 Min Zhong No. 1106 Civil Judgment. In this case, the airline changed the aircraft type from the original two-aisle wide-body aircraft to a single-aisle narrow-body aircraft without informing the passenger, and the court held that the airline changed the aircraft type without the passenger's consent, lowered the service standard, harmed the legitimate rights and interests of the passenger, constituted a breach of contract, and required compensation to the passenger.

¹² Zhou Heng-Yu. Exploration of the Applicable Rules for Standard Clauses in the Civil Code [J] // Legal Application. 2022. № 09. P. 159—167.

¹³ Yang Chen. (2024, March 26). If the limited edition suitcase is broken, is it appropriate for the airline to compensate 500 yuan per kilogram? Retrieved June 2025 // URL: <https://www.toutiao.com/article/7350628527709979175/>.

machinery applying outdated standards can neither compensate for the actual losses of passengers nor violate the principle of fairness.

Second, the deeper problem lies in the divergence of value orientation in the standards for the application of law. Some courts have taken the position of prioritizing freedom of contract, holding that as long as the airline clearly stipulates the standard of compensation for baggage damage in the general conditions of carriage and does not violate the mandatory provisions of laws and regulations, its validity should be respected. This adjudication approach focuses on the high-risk characteristics and standardized operation needs of the air transport industry, and emphasizes maintaining the stability of the industry's transaction order by respecting the validity of standard clauses. While the other part of the court adheres to the concept of substantive fairness first, focusing on whether the provisions of the general conditions of transportation improperly reduce the carrier's liability and whether the compensation standard is obviously unfair. In specific cases, such adjudications are more inclined to be based on the perspective of consumer rights protection, and to ensure that the legitimate rights and interests of passengers are not harmed by formally compliant but substantively unfair clauses by reviewing the reasonableness and balance of clauses, so as to achieve a balance of interests in individual cases.

2.3. The cause of the aircraft type change controversy

The current judicial practice mainly stems from the following two reasons: First, the difference in contract interpretation methods leads to opposing adjudication positions. Some courts adopted a formal interpretation of the general conditions of carriage, holding that as long as the airline fulfills its obligation to inform and the passenger does not raise any objection, it is deemed to accept the agreement in the general conditions of carriage that "aircraft type change is not part of the contract". While the other part of the court adheres to the position of substantive interpretation, starting from substantive fairness, emphasizing the difference in cabin experience of different aircraft types, and unilateral changes without consent constitute a breach of contract.

Secondly, there are differences in the scope of obligations in air transport contracts.¹⁴ The court with

a negative opinion limited the core obligation of the contract to "safe transportation", holding that as long as the airline fulfills its obligation to safely transport passengers to the destination, it is deemed to have fully fulfilled the contract.¹⁵ The affirmative court held that the obligations of modern air transport contracts have gone beyond a single safe transportation category, and should also include the guarantee of the quality of the flight experience.¹⁶

3. The Proper Legal Application of the General Conditions for Domestic Carriage of Passengers and Baggage

3.1. The general condition of carriage entry control should meet the standards of distinctiveness and information

According to Article 10 of the Judicial Interpretation of the General Principles of Contract, the performance of the obligation to remind the standard clause must reach a level that is "sufficient to attract the attention of the other party". As a typical standard clause, the general conditions of carriage need to meet this standard for the performance of the reminder obligation. The satisfaction of this standard not only needs to attract the attention of the other party, but also needs to make the passenger substantively informed. Because the purpose of the standard clause provider to perform the obligation to remind is to enable the other party to reach the level of knowledge and then make a decision of consent.¹⁷ Moreover, from a legal point of view, if the airline does not actively indicate the general conditions of carriage, passengers will be unaware of the important clauses, resulting in the lack of an agreeable basis for the air transportation contract.

At the specific operational level, it is first necessary to meet the formal reminder requirements. Airlines should use special logos for core content such as disclaimer clauses and limitation clauses, such as red bold font and yellow shading, and maintain a clear distinction from ordinary clauses. Secondly, at the level of substantive knowledge, airlines need to ensure that passengers actually understand the content of the terms through technical means. This includes but is not limited to: (1) splitting the core clauses into independent pop-ups to avoid cognitive overload caused by "information bombardment"; (2) Set

¹⁴ *Dang Si-Chen*. The Legal Effect of the 'Aircraft Aircraft Type Change Exemption Clause' in Airline Transport Conditions[J] // Journal of Shandong Aviation Institute. 2025. № 01. P. 48—59.

¹⁵ *Chen Jie*. (2019, August 31). If the flight is temporarily changed, should the airline refund one and compensate three? Two claims were tried in Xiamen. Taihainet. Retrieved June 25, 2025 // URL: <http://www.taihainet.com/news/xmnews/shms/2019-08-31/2301637.html>.

¹⁶ *The Paper*. (2024, June 20). Passengers bought tickets to experience the C919 but were replaced with an old model to fly, did the airline default? Retrieved July 1, 2025 // URL: https://www.thepaper.cn/newsDetail_forward_27797583.

¹⁷ *Zhao Tong*. On the Entry Control and Effectiveness Control of Standard Clauses: Focusing on Articles 9 and 10 of the Judicial Interpretation of the General Principles of Contract[J] // Law Journal. 2024. № 06. P. 52—71.

a mandatory reading time, and prohibit skipping or checking the consents before the countdown ends; (3) Attach colloquial notes or examples to complex clauses (e.g., liability limits) to ensure that ordinary travelers can understand the legal consequences. The above measures aim to overcome the phenomenon of “click fatigue” in electronic contracts through procedural enforceability and content comprehensibility, and truly achieve the normative purpose of “enough to attract attention”. It should be emphasized that if simple format adjustments (such as changing font color and font size) do not cooperate with the substantive reading guarantee mechanism, the passenger’s click consent cannot be regarded as the airline has fulfilled its reminder obligation.¹⁸

3.2. Compensation for baggage damage should adhere to the concept of fairness and reasonableness

According to Article 824, Paragraph 2 of the Civil Code, if the baggage checked in by a passenger is damaged or lost, the relevant provisions of the cargo carriage contract shall apply. According to article 832 of the contract of carriage, the carrier is not at fault liable for losses in the carriage of the goods, and the carrier may be exempted only if it proves the existence of the exemption provided for in paragraph 2 of this article. In terms of compensation for losses, according to Article 833, Sentence 2 of the Civil Code, the limit of liability for civil air transportation is usually subject to Articles 128 and 129 of the Civil Aviation Law. However, as mentioned earlier, the compensation limit set by the current Civil Aviation Law has seriously lagged behind the needs of the times, forming obvious legal loopholes in the future.¹⁹

It is worth noting that in 2005, our country ratified the Montreal Convention, which established a compensation standard of 1,000 SDRs per passenger, which is higher than the standard set by the General Administration of Civil Aviation but has not been applied in practice for a long time. This situation may change, and Article 133 of the recently released Second Review Draft of the Civil Aviation Law (Revised

Draft) intends to directly introduce the compensation limit of the existing 1,519 SDRs of the Convention.²⁰ This legislative trend has significant demonstrative significance; the substantial increase in compensation amounts directly responds to the practical demands, reflecting a substantive and fair consideration of passengers’ rights and ensuring the actual effectiveness of the compensation function. In the transitional period before the new law is enacted, faced with clearly lagging compensation standards, courts may use the principle of fairness as outlined in Article 6 of the Civil Code to address loopholes in order to protect passengers’ legitimate rights and interests.²¹

3.3. The responsibility for aircraft type change should follow the principle of service standard

Article 821 of the Civil Code stipulates that if the carrier lowers the service standard without authorization, it shall bear the liability for breach of contract. This article is result-oriented, emphasizing that as long as the carrier unilaterally lowers the service standard, it constitutes a defective payment and should bear the responsibility for refunding or reducing the fare. Therefore, the core of determining whether a change of aircraft type is a breach of contract is whether the change substantially reduces the standard of service that passengers would otherwise be entitled to under the contract.²² With the continuous improvement of people’s living standards, there is also a higher demand for the quality of passenger services. The content of air carriage contracts is not limited to safe transportation, but also includes elements such as space comfort, in-flight facilities, service quality, and catering standards related to the aircraft type. This means that the carrier not only has the obligation to safely transport passengers to the agreed destination but also should provide the corresponding level of service as specified in the ticket.

From the perspective of contract formation, when the airline uses a specific aircraft type (such as a wide-body passenger aircraft) as a marketing selling point, or clearly indicates the aircraft type on the booking page, the information has constituted the content of

¹⁸ *Yin Qiu-Shi*. Commentary on Article 496 of the Civil Code (Definition and Subscription Control of Standard Clauses) [J] // *China Applied Law*. 2022. № 04. P. 222—238.

¹⁹ *Wang Li-Ming*. Methodology of Jurisprudence. Beijing : Renmin University Press, 2012. P. 490—491.

²⁰ Article 133 of the Second Review Draft of the Civil Aviation Law (Revised Draft) stipulates: “The liability of the carrier for losses caused by the destruction, loss or damage of baggage or cargo, or the delay of passengers, baggage and cargo in air transportation shall be limited to the limit of liability determined by the relevant international civil aviation conventions to which our country is a party at the time of the event or delay causing the damage.” Article 22(2) of the Montreal Convention stipulates: “The liability of the carrier shall be limited to the 1519 SDR per passenger in the event of destruction, loss, damage or delay caused in the carriage of baggage, unless the carrier proves that the amount declared by the passenger at the time of delivery of the checked baggage to the carrier is higher than the actual interest of the passenger at the time of delivery at the point of destination”.

²¹ *Liu Shi-Guo*. Legal loopholes and their supplementary methods [J] // *National People’s Congress Law Review*. 2010. № 01. P. 209—226.

²² *Dang Si-Chen*. The Legal Effect of the Clause on Exemption for Change of Aircraft Type in the Transportation Conditions of Airlines [J] // *Journal of Shandong Aviation University*. 2025. № 01. P. 48—59.

the offer, and the consumer will form an agreement when the ticket is purchased.²³ In this case, if the carrier unilaterally changes the aircraft model and fails to provide reasonable compensation, it not only constitutes a breach of contract, but also actually damages the contractual rights and interests of consumers. In particular, it should be pointed out that passengers cannot deny their expectations for a reasonable flight experience just because they purchase economy class. There are differences in seat spacing, cabin noise, facilities and services between different types of economy class, and if a narrow-body aircraft is used instead of a wide-body aircraft, even if the cabin remains unchanged, it is a reduction in service standards.

As for airlines, they often invoke the exemption clause in the general conditions of carriage to claim that “the change of aircraft type does not constitute a breach of contract”. From the perspective of industry operations, if airlines are completely prohibited from adjusting aircraft types due to legitimate operational needs, it may indeed affect operational efficiency and increase operating costs. However, the application of this exemption clause should be reasonably limited: first, the general conditions of carriage are typical standard clauses, and if they completely exclude the passenger’s right to claim compensation due to aircraft type changes, it may violate the provisions of Articles 496 to 497 of the Civil Code on the validity of standard clauses. In particular, when an airline makes changes without authorization for purely commercial reasons (such as consolidating flights to reduce operating costs), it constitutes an abuse of the disclaimer. Secondly, in judicial practice, if an airline uses a specific aircraft model as a marketing selling point or clearly marks the aircraft type at the time of contracting, but completely denies the responsibility for changing the aircraft type through the standard clause, essentially excluding the legitimate rights of the passenger, and the passenger has the right to claim that the clause is invalid.²⁴

Conclusion

The legal application of the general conditions of carriage is directly related to the protection of passenger rights and interests and the standardized development of the aviation industry. This paper analyzes the current judicial judgment differences and their causes, and proposes corresponding solutions for three typical disputes in domestic air transport: the validity of standard clauses, the standard of compensation for baggage damages, and the liability for breach of contract by aircraft change.

On the issue of the validity of the standard clauses, Article 10 of the Judicial Interpretation of the General Principles of Contract Preparation should be strictly applied, abandoning the formal review of “checking and agreeing”, and instead emphasizing the dual standards of “conspicuous reminder” and “substantive knowledge” to ensure that passengers truly understand the content of the contract. For baggage damage compensation, the current standard of “compensation by the kilogram” has lagged behind, and the court can make reasonable adjustments in accordance with the principle of fairness in the Civil Code and promote the connection with international standards such as the Montreal Convention. In the dispute over aircraft type change, the core should be whether the service standard is lowered, and the liability for breach of contract should be judged based on the reasonable expectations of passengers, so as to avoid airlines abusing the standard clause to avoid liability. In the future, it is necessary to further balance contract efficiency and fairness through legislative revision, judicial unified discretionary standards and industry self-discipline, improve the legal application system of air transport, effectively protect consumer rights and interests, and promote the healthy development of the air transport market.

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²³ Central Broadcasting Network. (2024, June 20). The airline’s temporary unilateral change of aircraft type was questioned for breach of contract, and consumers need a clear explanation. Tencent News // URL: <https://news.qq.com/rain/a/20240620a01z9B00>.

²⁴ *Wan Jing*. (2024, June 17). “Hang sheep’s heads and sell dog meat”? Is it a breach of contract for airlines to change aircraft models at will? Sina Finance. URL: <https://finance.sina.com.cn/jjxw/2024-06-17/doc-inazacfx9997356.shtml>.

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