



10 July 2017

Customer Services
Malaysian Airlines
By email to customer@malaysiaairlines.com

Dear Sir/Madam,

Claim under the Montreal Convention – Nigel Jerome Siegart

Facts

- 1 On 8 July 2017, I booked a flight from Perth, Australia to Hong Kong via Kuala Lumpur with Malaysian Airlines. My booking included a flight from Perth to KL on MH126 and a connecting flight from KL to Hong Kong on flight MH72. I **enclose** a copy of my booking. Both flights were on 10 July 2017.
- 2 MH126 was delayed by about 1 hour. I was repeatedly assured by Malaysian Airlines staff in Perth that I would be able to board MH72.
- 3 MH126 arrived in KL at about 8.40am. Upon leaving the aircraft, a Malaysian Airlines employee insisted that I exchange my ticket with a boarding pass she had printed for me for an afternoon flight (MH432) because I “would not make it to the gate in time to board the flight.”
- 4 I quickly discovered that the MH72 boarding gate was 25 metres away and the flight was still boarding. I went to the check-in counter and was told that I did not have a ticket for that flight. I explained the situation and that I had booked a ticket for that flight wanted to board it. The Malaysian Airlines employee called a supervisor and told me “if you want a ticket for this earlier flight you will need to pay for it because your ticket is for the afternoon flight.”
- 5 The boarding gate for MH72 closed about 10 minutes after I arrived at the gate. I was not permitted to board.
- 6 As I result of Malaysian Airlines’ actions, my travel has been delayed by 5 hours.

Claim

Article 19 of the *1999 Montreal Convention* provides that:

“The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.”

As is clear from the above, Malaysian Airlines failed to take reasonable measures to avoid the delay – all that was required was to allow me to board the waiting plane.

I hereby demand that Malaysian Airlines pays me AUD\$440 in compensation for the delay, calculated as follows:

Description	Amt \$AUD
Pre-paid accommodation in Hong Kong	50
Food and drink during delay	25
Power adapter for KL airport	15
Physical discomfort, inconvenience and loss of time ¹	300
Compensation for staff incompetence and treatment ²	50
Total	440

Payment can be made by cheque sent to my address or by direct deposit to the following account:

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If payment is not made, or if I do not receive a satisfactory response within 14 days, I intend to commence proceedings against Malaysian Airlines in the appropriate court in Western Australia.

Yours sincerely,



Nigel Siegart

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¹ See *Daniel v Virgin Atlantic Airways Ltd* 59 F. Supp. 2d 986 (N.D. Cal. 1998) at 993 and 994; *Kupferman v. Pakistan In-ternational Airlines* 108 Misc.2d 485 (1981) at [114].

² *Kupferman v. Pakistan In-ternational Airlines* 108 Misc.2d 485 (1981) at [15]; *Owens v. Italia Societa Per Azione Navigazione-Genova* 70 Misc.2d 719 (1972) at [23].