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## DAMAGE LIABILITY AND COMPENSATION IN CASE OF BIRD STRIKE

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### DAMAGE LIABILITY AND COMPENSATION IN CASE OF BIRD STRIKE

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#### ABSTRACT

Most frequently, a bird strike cause damage to aircraft, and, in certain number of cases, a bird strike may have some considerably serious consequences (injuries and death of passengers, crew or third persons on a ground). In the circumstances of damage occurred, one side is entitled to demand a repair or a financial compensation, and the other side is obliged to realise the repair or the payment of the stated sum. The right to file a demand for repair or compensation depends on the result of determination of someone's liability.

In case of bird strike (either with Croatian or foreign registration aircraft) at any airport in the Republic of Croatia, legal grounds for determination of liability are found in the Republic of Croatia Legal Regulations and in international conventions as International Private Air Law. These regulations elaborate the application of the competent law as well as the jurisdiction of court the proceedings may be instituted in.

The question of compensation of the material and non-material damage occurred, with regard to differences of legal systems and attitudes of the courts, arises as very interesting in Croatia and worldwide.

This paper elaborates damage liability and compensation in case of bird strike with particular consideration to the Republic of Croatia Legal Rules and Law Regulations, and International Private Air Law Provisions.

**Key words:** law, convention, damage, damage liability, damage compensation.

#### 1. INTRODUCTION

*In the air traffic terminology, a collision between birds and aircraft with possible endangering of safety of further flight in case where birds are sucked into one or more aircraft engines, or in case where birds strike in some other part of an aircraft (wings, fuselage etc.), the result of which may be a damage of an aircraft, is called – “bird strike”. Besides material damage of the aircraft, bird strike may cause more serious consequences as injuries or death of passengers, crew and / or third persons on the ground.*

When something like this happen, the air traffic participants (airport and aircraft operators in particular) may face different serious situations related to demands for damage of property compensations, as well as to demands for injuries suffered or death of physical entities compensations. Any of the mentioned requests may have serious financial consequences for either airport or aircraft operators or their insurers.

This paper elaborates damage liability and compensation in case of bird strike at Croatian airports, with particular consideration to National Law Regulations and International Private Air Law Provisions.

### 2. LEGAL REGULATIONS

In the theory of law a damage liability is defined as obligation and proprietary legal relation in which one side is obliged to repair a damage caused to the other, and the other side is entitled to demand such repair. From the financial aspect, damage liability is such legal-obligational relation in which a side that caused a damage is obliged to compensate that damage to the other, and the other side is entitled to demand such compensation.

Damage liability and damage compensation provisions, i.e. the provisions referring the right of a side that suffered eventual damage in case of bird strike happened at any airport on the Republic of Croatia territory to place a claim for compensation, may be found in the Republic of Croatia Law Regulations and International Private Air Law Provisions.

When solving the relation resulting from harmful bird strike event happened at any Republic of Croatia airport that besides national situation that involves both participants from the Republic of Croatia may become international situation that involves international element, i.e. an air carrier from foreign country, the essential points are:

1. The correct application of rules of choosing the competent law;
2. The correct application of rules of international jurisdiction;
3. The acknowledgement of the foreign court of law decisions.

**2.1** As far as the choice of the competent law is concerned, when the situation involves Croatian air carrier, the Republic of Croatia Law Regulations are, by all means, applied. When the situation involves foreign air carrier, in accordance with Law on Settlements in Conflict of Domestic Law and Foreign Regulations in Defined Relations, Article 28, that favours damaged side regarding out-contractual damage liability, if not otherwise determined for particular case, the competent facts are:

- The law of the country where the action takes place, i.e. where the damage occurs, or
- The law of the country where the consequence is perceptible,

depending on which of the two laws is more convenient for the damaged side.

The provisions of this Law are not applicable if the relation in question is regulated by international convention.

**2.2** When applying jurisdiction rules in case where a Croatian air carrier is involved, the Republic of Croatia Law Court is always competent.

In the theory of International Private Law with international element involved in legal proceedings, a general and a particular international jurisdiction is to be distinguished. When talking about general jurisdiction, it is stated that the Croatian Law Court is competent when defendant's head office is on the Republic of Croatia territory.

When determining a particular jurisdiction, a place where a damage occurs is taken into consideration, i.e. the damaged side may institute legal proceedings in Croatian Law Court, regardless defendant's head office, if the damage occurred at the Croatian territory.

Taking into consideration the fact that, in any case, the defendant in this kind of compensation claim legal proceedings is a legal entity from the Republic of Croatia (an airport, its owner or its insurer), the general jurisdiction rules will be applied.

- 2.3** The acknowledgement and realisation of compensation claim decisions brought by foreign law courts will be implemented only in case where passenger, or, in case of death, his successor acts as damaged side, and when the jurisdiction of the Law Court is determined on the basis of the current Warsaw Convention.

Foreign Court decision is equalised with a decision of the Croatian Law Court decision and becomes legally effective only if acknowledged by the Republic of Croatia Law Court. Foreign Court decision may be acknowledged only on the basis of reciprocity.

### 3. REPUBLIC OF CROATIA LAW REGULATIONS

1. Air Traffic Law Rules;
2. Obligation and Proprietary Legal Relations Law in the Air Transport;
3. Law on Civil Procedure;
4. Obligation Law;
5. Law on Settlements in Conflict of Domestic Law and Foreign Regulations in Defined Relations.

#### 3.1 Air Traffic Law Rules

Safety as one of the most important segments of air traffic as the whole takes a particular place in Croatian legal regulatives. As we do not find special air traffic safety regulations regarding bird strike in the Republic of Croatia, that kind of protection is comprised in general Air Traffic Safety Regulations. In order to prevent any damage, and thus to avoid any damage liability of any air traffic participant, i.e. airport operator, aircraft operator and Air Traffic Control, Air Traffic Law Rules, as the most important law in the field of air traffic, proscribes the obligations regarding implementation of the **air traffic safety measures**. So, these Law Rules concretely regulate the following:

- **Article 84, Par. 1**, regulates the obligation of any airport to **provide maintenance and inspection** of runways, taxiways and apron regarding not permissible presence of birds and other animals. Besides stated, the obligation of an airport is **to undertake all necessary measures** to prevent the presence of animals within operational areas, and all in order to provide safe operating of air traffic procedures.
- **Article 101, Par. 2**, regulates the obligation of an aircraft operator, i.e. a captain of an aircraft as its representative and a person responsible for the aircraft, to undertake any necessary safety measures regarding aircraft and all persons on board. Therefore, he is obliged to take all necessary actions and to contact all other air traffic participants if he notices the presence of birds that might endanger the air traffic safety within operational areas.
- **Article 109, Par. 1**, states the procedure to be followed by Air Traffic Control in case of appearance of birds within operational areas reflected as the possibility to give, or not to give,

an aircraft a clearance to use the respective areas, until they are completely safe to proceed any air traffic operation.

### 3.2 Obligation and Proprietary Legal Relations Law in the Air Transport

Obligation and Proprietary Legal Relations Law in the Air Transport in accordance with Warsaw Convention among other things regulates in which cases an air carrier bears damage liability towards a passenger, levels of liability, and filing of damage liability claims. Concretely:

- **Article 15** determines air carrier liability rate or exoneration of liability.
- **Article 16** determines liability of the party that orders a transport of passengers on the basis of Aircraft Transport Contract.
- **Article 17** determines air carrier liability level.
- **Article 18** covers filing of compensation claims.
- **Article 19** covers liability limit appeal.
- **Article 20** determines total amount of damage compensation.

### 3.3 Civil Procedure Law

Civil Procedure Law is one of the most important Republic of Croatia Law that proscribes in detail the procedure that parties follow in case of legal proceedings. With regard to the problem this paper deals with, the following articles are most essential:

- **Article 27** determines Law Court jurisdiction in the Republic of Croatia in case of legal proceedings involving international element (e.g.: foreign air carrier or its insurer versus Croatian airport);
- **Articles 46 – 49** determine general jurisdiction;
- **Article 52** determines compensation claims proceedings jurisdiction;
- **Article 60** determines jurisdiction according to foreign party representative office in the Republic of Croatia.

### 3.4 Obligation Law

In the Republic of Croatia, this is one of the most important laws that acquit numerous everyday legal relations of physical and legal entities.

In the **Article 155**, this Law defines **damage** as “*lessening of someone’s property (material damage) and prevention of its growth (profit loss), and also as causing of physical and mental pain or fear (non-material damage)*”. Considering the fact that damage may occur in different ways, the Law differentiates various kinds of damage liabilities (delictual, contractual, subjective, objective, one’s own, liability for other party, more parties’ liability).

Among listed liabilities, it is the **subjective liability** that would be applicable in case of bird strike compensation claim legal proceedings. When stating subjective damage liability, it is indispensable that the following cumulative assumptions are fulfilled:

- Action that causes damage;
- Damage caused to a damaged party;
- Causal relation between damage action and damage;
- Unlawfulness of damage action;
- Guilt of a party that caused damage.

However, a party that causes damage may be freed from liability if it produces evidence that any of the above mentioned assumptions is not fulfilled, particularly if it proves that a damage occurred without its guilt. On the base of Obligation Law, Article 158, the guilt exists when damage is caused on purpose or by negligence. Limit up to which a subjective liability may be applied to is accidental damage.

An **accident** is an event that, in case it had been predicted, could have been prevented. Namely, an accident is an event that may not be considered as guilt to a party that caused it.

From the aspect of protection of airport from possible damage situation, particularly related to lessening or exoneration of guilt, I consider it indispensable to provide a safe surrounding in which aircrafts may operate, and to assure that airport adopts certain safety actions and procedures. The acceptance of these procedures means that they must be always applied, because, in case of legal proceedings, it is essential to proof their application before, or in the moment, of the actual bird strike. In other words, that means that an airport may be freed from liability only if it proves that all necessary measures are undertaken regarding lessening of bird population in that particular area, or regarding scarring them away from the airport and surrounding areas in the effective manner. Also, it has to proof that airport and surrounding areas land use is managed so that it is in no way attractive for birds.

- **Article 939** of Obligation Law determines transfer of the rights of an insured person in relation to a responsible party to the insurer (subrogation). Namely, according to the Law itself, by realising a payment from the insurance all insured person's rights in relation to a party that is on any basis responsible for damage are, up to the amount of compensation, transferred to the insurer. Consequently, instead of an air carrier that is a damaged party, its insurer may act as a plaintiff in legal proceedings.

### **3.5 Law on Settlements in Conflict of Domestic Law and Foreign Regulation in Defined Relations**

The facts important for this Law are stated in Item 2 (subsections 2.1, 2.2 and 2.3) and they refer to implementation of relevant law, international jurisdiction and acknowledgement of foreign courts decisions.

## **4. INTERNATIONAL REGULATIONS**

1. Warsaw Convention with additional protocols and supplementary conventions.
2. Montreal Convention.
3. Council Regulation (EC) No. 2027/97 of 9 October 1997 on Air Carrier Liability in the Event of Accidents.

### 4. IATA Inter-carrier Agreement

#### 4.1 Warsaw Convention

Convention for the Unification of Certain Rules Relating to International Transportation by Air, 12 October 1929 (hereinafter “Warsaw Convention”) is supplemented with several following legal instruments:

1. The Hague Protocol of 1955;
2. Guadalajara Supplementary Convention of 1961;
3. Guatemala City Protocol of 1971;
4. Montreal Protocols No. 1, 2, 3 and 4 of 1975.

The Republic of Croatia is the signatory country of this Convention since 8 October 1991.

The international legal framework for air carrier liability is formed by the Warsaw Convention. This is one of the most ratified conventions in the field of international private law. About 150 states are party to this Convention.

In the context of liability for death, wounding or any other bodily injury suffered by passenger (e.g. due to bird strike) in the air transport, the uniform air carrier liability rules are stated in Warsaw Convention. Thus:

- **Article 17** determines in which cases an air carrier bears liability;
- **Article 22** determines amount of compensation an air carrier is obliged to pay against compensation claim filed by damaged party;
- **Article 28** gives law court jurisdiction alternatives, i.e. the information about where to file a compensation claim.

The implementation of stated regulations is explained in details in the following chapters.

#### 4.2 Montreal Convention

The Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999 (hereinafter “Montreal Convention”) accepted a new two-level system of unlimited air carrier liability in relation to passenger, replacing the Warsaw Convention together with its additional protocols and supplementary conventions. This Convention has not come into force yet because, although it was signed by the representatives of 52 countries participating in its work in Montreal from 10 – 28 May 1999, it has to be ratified by at least 30 countries and only 11 countries had done it up to 15 May 2001 (Bahrain, Belize, Botswana, Czech Republic, Japan, Mexico, Paraguay, Romania, Slovakia, The former Yugoslav Republic of Macedonia, and United Arab Emirates). Very much like the Warsaw Convention, the Montreal Convention in:

- **Article 17** determines air carrier’s liability in case of death or wounding of a passenger;
- **Article 21** determines the amount of compensation (100 000 SDR) to be paid in case of death or wounding of a passenger;

- **Article 33** regulates court of law jurisdiction (5<sup>th</sup> jurisdiction).

Same as Warsaw Convention, the Montreal Convention regulations do not determine mental injury compensation; i.e. mental injuries are not acknowledged as separate part of compensative damage. Therefore, I think that the fact that mental injuries, even when of serious nature, may not stand as separate part of compensative injuries, in spite of their ever greater acknowledgement in many countries, represents one of the significant obstructions in process of passenger protection. This shows that a real purpose of the expression “bodily injury” from the Montreal Convention, Article 17, must be more precisely determined or redefined from the side of courts or even legislators, respectively.

### 4.3 Council Regulation (EC) No. 2027/97 of 9 October 1997 on Air Carrier Liability in the Event of Accidents.

The European Community Council accepted the Council Regulation No. 2027/97 on Air Carrier Liability in the Event of Accidents on 9 October 1997. The Regulation had been published on 17 October 1997, and it came into force a year later, on 18 October 1998. Taking into account the character of traffic (international / domestic) the provisions of this Regulation are somewhat different from the provisions stated in above mentioned Conventions, thus being applied to:

- International air transport between countries members of EC;
- International air transport between countries members of EC and the third countries;
- Air transport within one member of EC country (domestic air traffic);

and all on condition that air transport is realised by an air carrier registered in any member of EC country.

Contrary to Warsaw Convention, this Regulation brings changes only with regard to air carrier liability in case of death or wounding or other bodily injuries. In that context:

- **Article 1** determines purpose and reason why this Regulation is brought;
- **Article 3** treats two-level liability system (unlimited and limited);
- **Article 5** specific quality is the regulation of the advanced payment of at least 15000 SDR compensation in case of death of passenger, and within 15 days from the day of establishment of identity of the person able to realise such a claim. However, the advanced payment does not automatically mean the final recognition of guilt;
- **Article 6** contains specific provisions related to informing of passenger about liability system regulated in this Regulation.

### 4.4. IATA Inter-carrier Agreement

In October 1993, International Air Transport Association (IATA) establishes a text of an agreement according to which air carriers engaged in international civil air traffic should waive the low limits determined in Article 22 of Warsaw Convention, but keep all other rights stated with that same Convention. The reason of IATA's intervention into a regime of air carriers' liabilities was the fact that Warsaw Convention's low limits, which had not been changed since 1955, resulted unreal and too low. As such, they were abandoned a long time ago from the side of law practice, as well as from the side of national legislations of some countries.



As it is already said, Montreal Convention that abandons Warsaw Convention low limits has not come into force yet, and, when it finally happens, there still remain a number of countries that will not join it soon. That it exactly why IATA's Intercarrier Agreement will, for a long time after, play a very important role in determining an air carrier liability level.

The Republic of Croatia national air carrier Croatia Airlines signed the IATA Intercarrier Agreement on 15<sup>th</sup> December 1995. Consequently, on 15<sup>th</sup> November 1998, it also signed the Agreement on Measures to Implement the IATA Intercarrier Agreement. By signing the Agreement on Measures to Implement the IATA Intercarrier Agreement, Croatia Airlines took over the obligation to coordinate its general air transport terms with liability regime stated in the above agreements.

According to IATA's official data, 122 air carriers had, by February 2001, joined the IATA Intercarrier Agreement (IIA), and 90 had also signed the Agreement on Measures to Implement the IATA Intercarrier Agreement (MIA).

### 5. POTENTIAL LIABILITY

In case of bird strike, a complete aircraft or some of its parts may be destroyed. That kind of damage may, but must not, influence the safety of further flight, depending on the point of bird strike, as well as on its intensity. Therefore, it is possible that aircraft operator suffers greater or smaller:

- Direct damage (material damage of an aircraft);
- Indirect damage; or
- Non-material damage.

On the basis of statements given in previous chapters, if an aircraft accident is caused by bird strike, it is possible that someone bears certain consequences, i.e. that a possibility to state damage liability is opened. With regard to particularity of air traffic, and when stating damage responsibility in case of bird strike, we have to bear in mind several criteria:

1. The point of bird strike.
2. The moment of bird strike.
3. The extent and amount of damage.
4. The consequences of bird strike with regard to safety of further flight.
5. Activities from the side of all air traffic participants that are undertaken permanently and / or immediately prior to the concrete bird strike, i.e. observing and control of birds appearance, scarring away of birds, lessening of birds population in any airport area.

The operator of the airport is the first party against which a procedure of stating whether all indispensable activities are undertaken, as well as of stating of eventual liability, are started. I consider that, in order to open the possibility of stating the airport operator damage liability, i.e. the possibility of filing legal proceedings against it, first of all the criterion that the bird strike accident happened within determined airport area must be fulfilled. Actually, that criterion must be undoubtedly confirmed. And, when we mention airport area (surface area and reasonable air space height) in the context of possible liability, it exclusively and only means the airport area that is within protective fence that, together with existing objects, determines its real property.

In terms of proper protection, an airport operator must undertake all reasonable actions to lessen the possibilities of bird strikes. These actions are not limited only to airport area (the application of different birds appearance control methods, scarring away of birds, and lessening of their populations) but they must also be directed to realisation of possible influence on local authorities that bring decisions related to airport surrounding land use. Concretely, that means that an airport, in accordance with ICAO "Airport Planning Manual" – Part 2, "Land and Environmental Control", assumes commitment and duty to worn autonomous and governmental local community bodies that elaborate regional planning not to include any constructions of fruit, vegetable or cereal plantations, mobile restaurants, livestock fairs, slaughter houses and grass growing fields within 3 km range of the airport referential point, and any fish farms, rubbish heaps, livestock farms and other similar activities attractive for birds within 8 km range of the airport referential point.

In relation to implementation of air traffic safety measures preventing bird strikes, an airport must act with due care and attention, thus meaning that there must not be any negligence or carelessness in the respective actions. Usual procedures performed with due care and attention make conditional the creation of particular standards of care the implementation of which is considered obligatory in airport procedures.

Consequently, in case of legal proceedings posing the question whether an airport is liable for damage occurred or not, the following situations are distinguished:

1. If legal proceedings concerning determination of airport damage liability may without doubt proof that the airport in question acted in accordance with all standards, that it acted with all due care and attention, that it undertook all necessary measures to avoid bird strike and occurrence of eventual damage, than the legal sentence may free the airport from any liability (cases: Aeroleasing AS vs. Prestwick Airport, Scotland, 1983; Insurance Company of North America and Asplundh Aviation vs. City of New Haven, USA, 1983; and Hawaiian Airlines and Underwriters at Lloyd's and Certain Insurance Companies, London vs. United States of America, 1981).
2. If the above stated actions may be only partially proved, than an airport may lessen its liability, but it may not be completely freed from it (Martinair vs. Schiphol Airport, Netherland, 1980).
3. If it may not be proved that necessary actions were undertaken, i.e. a damage may be determined as a result of negligence and wilful misconduct of an airport, the airport in question may be sentenced guilty with regard to damage liability, with all consequences implied (cases: Fred Olsen Air Transport Limited vs. Norwich City Council, Norfolk Country Council and Norwich City Airport, UK, 1979; and Safeco Insurance Co. of America vs. City of Watertown, South Dakota, USA, 1981).

On the basis of quoted above, an airport operator must be aware of its responsibility and it must involve other air traffic participants in overall air traffic safety activities that promote qualitative, complete and timely exchange of information about appearance of birds on or in the vicinity of airport, thus making them jointly responsible for implementation of bird strike prevention measures.

Hereby, it is extremely important to emphasize that all sides that with their decisions in any manner contribute to lessening of bird strike hazard must be aware of that hazard to the full extent. In other words, besides comprised technical conditions, such decisions must contribute to development of consciousness of all air traffic participants with regard to particularity and greatness of bird strike danger as a threat to air traffic safety.

### 6. DAMAGE COMPENSATION CLAIMS

Bird strike damages may affect:

- Property (aircrafts or third persons' material goods on the ground in case of the hardest accident);
- Persons (injuries, mental stress or death of passengers, crew or third persons on the ground in case of the hardest accident).

In case of accident / incident caused by bird strike, besides direct damage, i.e. direct expenses related to aircraft damage, an air carrier may have certain unexpected expenses or so called indirect expenses (indirect damage) with considerably great consequences. These expenses may refer to emergency landing, interrupted taking-off, break of one or more engines, et al. The mentioned indirect expenses may consist of:

- Passengers redirection (diversion) expenses;
- Accommodation, refreshment, food, drinks and other passengers and crew expenses;
- Profit loss;
- Fuel unloading and reloading expenses;
- Engine replacement or aircraft replacement expenses;
- Inspection expenses;
- Additional maintenance expenses;
- Additional airport services expenses;
- Relocation and replacement of crew expenses;
- Trust and goodwill loss.

Damaged party is entitled to damage compensation that may be claimed directly from the side that caused the damage (by mutual agreement or settlement between parties) or by filing a compensation claim to a court of law. To make filing of compensation claim through legal proceedings possible, a damage liability of the respective side must primarily be determined.

In this paper we are interested as in aircraft damage so in human damage.

When dealing with aircraft damage occurred at some of the Croatian airports, we distinguish:

1. Croatian registration aircrafts:
  - Domestic destinations; or
  - International destinations;
2. International registration aircrafts with international destinations (no cabotage in the Republic of Croatia).

The application of the relevant law, i.e. regulations, and court jurisdiction with regard to filing of compensation claim depends directly on the domicile country of the aircraft. Thus, Croatian registration aircraft, no matter whether on domestic or international destination, is subjected to Croatian Law and is

under Croatian Court of Law jurisdiction. When we deal with international registration aircraft, we distinguish following situations:

- a) Legal regulations of the state of jurisdiction or arbitration are implemented, and all in accordance with provisions of the contract concluded between Croatian airport and foreign air carrier;
- b) If there is no contract concluded between Croatian airport and foreign air carrier, or if the contract is concluded without provisions regarding law and jurisdiction implementation, it is stated that the law of the state in which damage occurs and the Croatian Court of Law jurisdiction are implemented.

Passenger damage compensation claim regarding injury or, in case of death, his successor's compensation claim towards air carrier is, with regard to law and court jurisdiction implementation, quite specific and therefore essentially different than material (aircraft) damage compensation claim. We distinguish following situations:

1. When the situation involves Croatian air carrier on domestic destination, regardless passenger's nationality, Croatian Law and Croatian Court of Law jurisdiction are implemented.
2. When the situation involves Croatian air carrier on international destination:
  - a) For Croatian citizen, Croatian Law and Croatian Court of Law jurisdiction is implemented;
  - b) For foreign citizen, law and jurisdiction implementation is determined by Warsaw Convention, Article 28 (Montreal Convention, Article 33).
3. When the situation involves foreign air carrier on international destination, Warsaw Convention, Article 28 (Montreal Convention, Article 33) and EC Regulation determine law and jurisdiction implementation, if the air carrier involved is registered in any EC country.

Since compensation claim proceedings include Croatian and other countries legal regulations and International Private Air Law Provisions, that combination stipulates compensation of different kind of damages. In that context, we may differentiate the following:

1. In case of air carrier compensation claim referring aircraft damage, the claim may include material damage, profit loss damage and hidden or unexpected damage (for example: redirection of passengers, unloading of fuel, replacement of aircraft, inspection and other expenses as mentioned above).
2. In case of passenger compensation claim, when passenger is Croatian citizen flying on domestic or international destination with Croatian air carrier, the claim may refer to death, bodily injury or mental injury (material and non-material damages).
3. In case of passenger compensation claim, when passenger is foreign citizen flying on international destination with either Croatian or foreign air carrier, if legal proceedings are lead in Croatian Law Court and in accordance with Croatian legal regulations, the claim may refer to all damages stated in Item 2. If such legal proceedings are lead in another country and in accordance with that country legal regulations, the claim may surely refer to death or bodily injury. Mental injury compensation claim depends on the respective county legal regulations, i.e. whether they allow or not the non-material damage compensation.

### 7. CONCLUSIONS

In an effort to increase air traffic safety as in the air so on the ground, significant endeavours are made and considerable funds are invested from the side of airport operators, aircraft operators, aircraft manufacturers and others in order to prevent bird strikes. However, we have to be aware of the fact that there exists no absolute protection of aircraft against bird strike, just the same as the absolute bird presence prevention on airports or surrounding areas is not possible. Because of these circumstances, all parties involved in air traffic should take over the obligation of constant application of all necessary preventive measures to avoid bird strikes the most efficiently possible, or at least to reduce them maximally. The development of awareness of air traffic exposure to bird strike hazard is indispensable. The reason we emphasize all stated above is also in prevention of bigger damages (direct or indirect), as with regard to airports so with regard to air carriers and their insurers. Taking into consideration seriousness, danger and consequences of bird strike, all air traffic participants should at all times bear in mind the attitude of the famous London solicitor, Tim Scorer, the legal expert that actively participated in bird strike compensation claim legal proceedings, who says: **“Prevention is better than legal liability”**.

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