



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 8th day of May, 2026

Complaint of

Mordechai Fishman

v.

El Al Israel Airlines Ltd.

Docket DOT-OST-2025-2415

Served May 8, 2026

ORDER OF DISMISSAL

On December 8, 2025, Mr. Mordechai Fishman filed a complaint with the U.S. Department of Transportation (Department or DOT) against El Al Israel Airlines Ltd. (El Al) for alleged violation of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention). Pursuant to 14 CFR 302.406(a)(2), we dismiss the complaint based on the totality of the circumstances, including that the passenger has been reimbursed for his claimed expenses.

Complaint and Answer

Mr. Fishman states that he booked flights for himself and his family on El Al from New York to Tel Aviv, departing July 9, 2025 and returning August 28, 2025. He states that the return flight landed at Newark Liberty International Airport (EWR) on August 28, 2025, but their bags were not returned until the morning of August 30, 2025. Mr. Fishman asserts that he filed a timely delayed-baggage claim with El Al and that he purchased various items in the amount of approximately \$100 to be delivered overnight via Amazon because he did not know when the bags would be returned. He alleges that El Al refused to reimburse him for these expenses, arguing that the family could have used items that they had at home rather than purchasing new items. He argues that El Al violated the Montreal Convention in this instance by not reimbursing him for reasonable and verifiable expenses.

El Al filed its answer on December 29, 2025. El Al states that Mr. Fishman’s return flight arrived at EWR at approximately 6:00 pm on August 28, 2025 and that one of his bags was delayed. El Al states that it returned the delayed bag at 9:35 pm the next day, August 29, 2025. The carrier asserts that while waiting for the bag, Mr. Fishman purchased items on Amazon to be delivered on August 30, 2025. El Al contends that Mr. Fishman filed the claim for reimbursement only after receiving the delayed bag. El Al argues that Mr. Fishman could have returned the items because the bag had already arrived, but instead chose to keep the items and file a claim with El Al. The carrier denies a violation of the Montreal Convention because the expenses were not reasonable, verifiable, and actual incidental expenses under the circumstances. Nevertheless, without admitting fault, and as a gesture of goodwill, El Al reimbursed Mr. Fishman for the items.

Applicable Law

The Montreal Convention governs the baggage issues in this case. Under Article 19 of the Montreal Convention, carriers are liable for damage caused by delay of baggage.¹ The liability limit for lost, delayed, or damaged checked baggage under Article 22 of the Montreal Convention is currently 1,519 Special Drawing Rights (SDRs) for each passenger.² Nothing in the Montreal Convention permits blanket exclusions or otherwise allows carriers to disclaim liability for any class or category of item, such as jewelry, electronics, or high value goods, that they have accepted for transport as checked baggage. Such exclusions contravene Article 19 because they have the effect of limiting—with respect to items falling within their ambit—a carrier’s liability to an amount lower than that set by Article 22. Under Departmental enforcement case precedent, a violation of Article 19 of the Montreal Convention also constitutes an unfair and deceptive practice in violation of 49 U.S.C. § 41712.³

DOT Findings and Conclusions

After carefully reviewing the information presented in the Complaint and the Answer, we have determined that enforcement action is not warranted. This decision is based on the circumstances presented, including Mr. Fishman has been reimbursed for his claimed expenses.

¹ *Convention for the Unification of Certain Rules for International Carriage by Air*, Ch. I, Art. 19, adopted on May 28, 1999.

² *Id.* at Ch. III, Art. 22. The Montreal Convention originally set the liability limit for delayed baggage at 1,000 SDRs but included a provision for reviewing and increasing the liability limit every five years. Montreal Convention, *supra*, Ch. III, Art. 24. The most recent revision of the liability limits became effective in December 2024 and set the limit of carrier liability for delayed luggage at 1,519 SDRs.

³ See, e.g., *Türk Hava Yollari, A.O. (Turkish Airlines)*, Order 2025-1-7 (January 16, 2025); and *Korean Air Lines Co., Ltd.*, Order 2013-7-5 (July 5, 2012).

ACCORDINGLY, I dismiss the complaint of Mr. Fishman against El Al Israel Airlines Ltd. in Docket DOT-OST-2025-2415 under the authority in 14 CFR 302.406(a)(2) delegated to me by the Assistant General Counsel of DOT's Office of Aviation Consumer Protection. Pursuant to 14 CFR 302.406(b), the order becomes effective as the Department's final action 30 days after service.

BY:

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