Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

OLYMPIC AIRWAYS *v.* HUSAIN, INDIVIDUALLY, AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF HANSON, DECEASED, ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

No. 02–1348. Argued November 12, 2003—Decided February 24, 2004

Under Article 17 of the Warsaw Convention (Convention), an air carrier is liable for a passenger's death or bodily injury caused by an "accident" occurring on an international flight. "Accident" refers to an "unexpected or unusual event or happening that is external to the passenger," not to "the passenger's own internal reaction to the usual, normal, and expected operation of the aircraft." *Air France* v. *Saks,* 470 U. S. 392, 405, 406. While Rubina Husain (hereinafter respondent) and her husband, Dr. Hanson, were traveling overseas, she requested that petitioner Olympic Airways provide seats away from the smoking section because Dr. Hanson had asthma and was sensitive to secondhand smoke. After boarding, they discovered that their seats were only three rows in front of the smoking section. A flight attendant refused respondent's three requests to move Dr. Hanson. As the smoking noticeably increased, Dr. Hanson walked toward the front of the plane to get fresher air. He then received medical assistance but died. Respondents filed a wrongful-death suit in state court, which was removed to federal court. The District Court found petitioner liable for Dr. Hanson's death, and the Ninth Circuit affirmed, concluding that, under *Saks'* definition of "accident," the flight attendant's refusal to reseat Dr. Hanson was clearly external to him, and unexpected and unusual in light of industry standards, Olympic policy, and the simple nature of the requested accommodation.

Held: The conduct here constitutes an "accident" under Article 17. Pp. 4–12.

(a) The parties do not dispute *Saks*' definition of "accident," but

Syllabus

they disagree about which *event* should be the focus of the "accident" inquiry. The Court's reasoning in *Saks* sheds light on whether the flight attendant's refusal to assist a passenger in a medical crisis is the proper focus of the "accident" inquiry. In *Saks*, the Court focused on "what causes can be considered accidents," 470 U. S., at 404, and did not suggest that only one event could be the "accident." Indeed, the Court recognized that "[a]ny injury is the product of a chain of causes." *Id.,* at 406. Thus, for purposes of the "accident" inquiry, a plaintiff need only prove that "some link in the chain was an unusual or unexpected event external to the passenger." *Ibid.* Pp. 4–8.

(b) Petitioner does not dispute that the flight attendant's conduct was unusual or unexpected, arguing only that her conduct was irrelevant to the "accident" inquiry. Petitioner argues that ambient cigarette smoke was the relevant injury producing event. Petitioner's focus on the ambient cigarette smoke neglects the reality that multiple interrelated factual events often combine to cause a given injury. Any one of these events or happenings may be a link in the chain of causes and—so long as it is unusual or unexpected—could constitute an "accident" under Article 17. 470 U. S., at 406. The flight attendant's refusal on three separate occasions to move Dr. Hanson was a factual event that the District Court correctly found to be a "link in the chain" of causes leading to his death. Petitioner's argument that the attendant's failure to act cannot constitute an "accident" because only affirmative acts are events or happenings under *Saks* is also unavailing. The rejection of an explicit request for assistance would be an "event" or "happening" under these terms' ordinary and usual definitions, and other provisions of the Convention suggest that there is often no distinction between action and inaction on the ultimate liability issue, see, *e.g.,* Art. 25. Finally, although the Ninth Circuit improperly seemed to approve of a negligence-based approach to the accident inquiry, no party disputes that court's holding that the flight attendant's conduct was "unexpected and unusual," which is the operative language under *Saks* and the correct Article 17 analysis. Pp. 8–12.

316 F. 3d 829, affirmed.

THOMAS, J., delivered the opinion of the Court, in which REHNQUIST, C. J., and STEVENS, KENNEDY, SOUTER, and GINSBURG, JJ., joined. SCALIA, J., filed a dissenting opinion, in which O'CONNOR, J., joined as to Parts I and II. BREYER, J., took no part in the consideration or decision of the case.