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## 7 clauses to beware of in your cruise contract

Ship may change schedule — and good luck if you need to sue



By **Christopher Elliott**

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If you ever want to feel confused, outraged and powerless all at the same time, just read your cruise line's ticket contract.

Carrie Strehle didn't know what was in hers until her cruise arrived late in Houston, and she had to pay an extra \$1,900 in airfares and accommodations to get home. She contacted Carnival, asking for reimbursement.

"Carnival's first response was that we didn't have travel insurance," she says. She protested. The cruise line responded again, this time blaming Mother Nature. "They said they can't control the weather," she says.

No kidding. Carnival's ticket contract specifically says it can change arrival or departure times without notice, for any reason whatsoever, including weather. "Carnival shall have no liability for any compensation or other damages in such circumstances," it adds.

"Carnival is not at fault because they were delayed by an act of nature," says Anita Dunham-Potter, who writes the blog ExpertCruiser. "When this happens, they have no control over the port, or the time it takes customs to clear the ship, which is ultimately what decides the time you can get off the ship."

Cruise contracts are filled with clauses and supported by laws that the average passenger doesn't know about. If they did, they might think twice before setting sail. The paperwork addresses everything from what the cruise line owes you when something goes wrong (not much) when it's responsible for your well-being (hardly ever) to where and when you can sue them (in a faraway court, and almost never).

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“No one reads the fine print,” says Al Anolik, a travel attorney in San Francisco. But if you do — and a warning to all you non-attorneys out there, this isn’t light reading — you’ll find the law limits the rights of passengers in many key areas, such as a cap on damages you can collect from a cruise line and time limits on any lawsuit.

“There are no consumer protections in the ticket,” adds maritime attorney James M. Walker, who writes a blog about cruise law. “It was drafted by the cruise lines lawyers to protect the cruise lines at the consumer’s expense. It is a one-sided document.”

So what do you need to know before you set sail?

**Your laws aren’t our laws.** That’s not hyperbole. It’s literally true, according to Robert M. Jarvis, a maritime law professor at Nova Southeastern University Law Center in Fort Lauderdale, Fla. “The law governing cruises has nothing to do with where a passenger lives or buys a ticket,” he says. “Instead, federal maritime law, international law, the law of the country where the cruise ship is registered — typically the Bahamas, Liberia, or Panama — and the law selected by the cruise line are going to control, and all of these favor the cruise line.” That’s why it’s so hard to find a good lawyer to sue a cruise line. There aren’t many. Maritime law, or admiralty law, is “incredibly complex,” says Jarvis. “Only a few lawyers have the necessary training and experience to deal with such matters, and

most of them are working for the cruise lines,” he adds.

**Don’t hold us to the brochure.** The ship may — or may not — keep the promised schedule. This is perhaps the most irritating contract provision. Here’s Royal Caribbean’s: “Carrier may for any reason at any time and without prior notice, cancel, advance, postpone or deviate from any scheduled sailing, port of call, destination, lodging or any activity on or off the Vessel, or substitute another vessel or port of call, destination, lodging or activity.” What’s more, it owes you nothing if it does. “Everything is subject to change and availability,” says Kristen Bentz, a travel consultant in Mesa, Ariz. “Basically, prices, rooms, excursions, itineraries, and anything not guaranteed is up to the cruise line’s discretion.”

**The quack who treated you isn’t our problem.** Most medical care on cruise ships is

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perfectly adequate. But just in case it isn't, cruise lines have a clause that say they aren't responsible for the malpractice of the ship's doctors. Have a look at paragraph 13 of Princess' passage contract: "Doctors, nurses or other medical or service personnel work directly for Passenger and shall not be considered to be acting under the control or supervision of Carrier, since Carrier is not a medical provider. Similarly, and without limitation, all spa personnel, photographers, instructors, guest lecturers and entertainers and other service personnel shall be considered independent contractors who work directly for the Passenger." In other words, when a doctor's negligence leads to the death of a family member, the cruise line is off the hook. "The passenger is left with the problem of having to bring a claim against the doctor who inevitably is not a U.S. citizen, often has no insurance, and is not subject to personal jurisdiction here in the U.S.," says Walker.

#### Kids and retirees are second-class citizens.

The survivors of children or retired passengers who die on cruise ships have no right to compensation except for burial and funeral expenses, according to Walker, who recently wrote about this quirky provision on his blog. It turns out that when passengers die on the high seas, the "Death On The High Seas Act" applies. "It limits the recovery of the surviving family members to what is called pecuniary losses," he says. "This means that only lost wages and burial or funeral expenses are permitted." If you're a child or a retiree, and not earning wages, the only compensation

is for the costs of the burial.

**Wanna sue us? Come to Miami.** These are called "forum selection" clauses, and they require you to sue the cruise line in a particular court. "Forum selection clauses have been routinely enforced for many years," says Thomas Dickerson, author of the book *Travel Law*. "However, recently, the courts have consistently enforced a federal forum selection clause, which requires injured passengers to sue in federal court in Miami instead of state court — the significance being that jury trials may not be available in federal court." That makes suing a cruise line difficult, and often impossible.

**Time is short.** There's a one-year limitation period to file a claim, and a six-month period to write a letter to the cruise line when the passenger has been injured, says Walker, the maritime attorney. "This is a relatively short period of time, compared to the statute of

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limitations of most states,” he says. “Florida, for example, has a four-year limitations period.” What if you miss your deadline? Walker says people who have, contact him all the time. “There is nothing we can do for them.”

If you think that’s bad, get this: Experts agree that the contracts are getting worse. “In the last decade, cruise lines have had to tighten the reins,” says Bentz. “Contracts have gotten a little longer and a little less customer-friendly.” That means we may one day look back on 2010 as a time when cruise lines still cared about their passengers.

I have a sinking feeling that might be true.

*Christopher Elliott is the ombudsman for National Geographic Traveler magazine. You can read more travel tips on his blog, [elliott.org](http://elliott.org) or e-mail him at [celliot@ngs.org](mailto:celliot@ngs.org).*

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