

Maritime and Cruise Ship Arbitration: Charting the Course and Setting Sail

Juan C. Garcia Counsel

Maritime and Cruise Ship Disputes

Types of Agreements

- **Employment contracts** with crew members
- Contracts with passengers
- Onshore/offshore shipbuilding contracts
- Ship repair contracts
- Ship financing agreements



Types of Claims

- Personal injury claims (crew and passengers)
- Employment related claims
- Construction claims
- General commercial claims

Elements of an Arbitration Clause

Arbitral center and applicable rules

- Determines who will administer the arbitration
- Establishes default rules

Seat of arbitration

- Determines the applicable arbitral and procedural law
- Place where award can be annulled.

Substantive law

- Law that governs the underlying claims
- Unrelated to the seat of arbitration

Venue of arbitration

• Physical place of the arbitration

Number of arbitrators

•• Typically 1 or 3 arbitrators

Nationality and experience of arbitrators

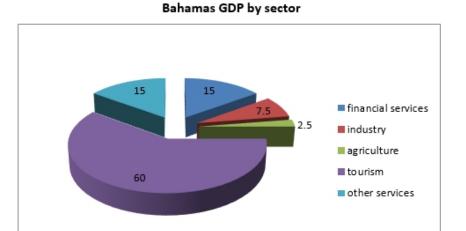
• Can require arbitrators to have specific experience and background

Language

•• Can specify the language of the proceeding

Why arbitrate cruise ship disputes in the Bahamas?

 Tourism and cruise industry a key market

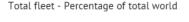


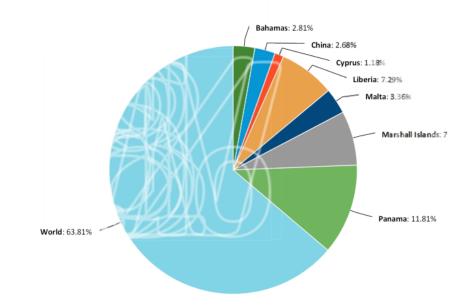
Source: Government of the Bahamas

Why arbitrate cruise ship disputes in the Bahamas?

 The Bahamas established a shipping register in 1976

 Number of vessels registered in the Bahamas: **1,693**





Why arbitrate cruise ship disputes in the Bahamas?

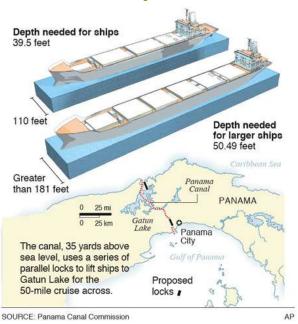
Grand Bahama Shipyard Limited completed repairs on 20 cruise ships in 2016

 Has bookings for at least 23 ships in 2017 for refurbishment jobs



Why arbitrate cruise ship disputes in the Bahamas?

Panama Canal Expansion



Freeport Harbor Expansion



- Well-developed substantive law
 - Stable and predictable
 - Adequately address issues

- National arbitration law
 - Bahamas Arbitration Act of 2009
 - **UNCITRAL Model Law**
 - Proposed changes?

- New York Convention
 - Bahamas ratified the New York Convention on 20 December 2006

- **Arbitration Center**
 - Chartered Institute of Arbitrators

- **Arbitration Rules**
 - Rules specific to cruise ship industry
 - Proposed rules?





ARBITRATION RULES

MARITIME ARBITRATION ASSOCIATION OF THE UNITED STATES

RULE 1 Definitions

The following definitions shall apply in these Arbitration Rules:

- 1. "Arbitral tribunal" is the decision-maker in the arbitration and may be comprised of one or more arbitrators.
- 2. "Arbitration" is an out-of-court dispute resolution proceeding conducted under
- 3. "Arbitrator" is a member of the arbitral tribunal, whether party-appointed or
- 4. "Award" is the decision of the arbitral tribunal in the arbitration.
- 5. "Claim" or "agreement to arbitrate an existing dispute" is a document filed with the MAA constituting a demand for arbitration and stating a claim to be arbitrated
- 6. "Claimant" is an individual or other entity seeking damages or other relief in the arbitration, and may include the respondent and third parties to the extent of any claims in the nature of counterclaims and third party claims.
- 7. "MAA" is the Maritime Arbitration Association of the United States, also known as the Maritime Arbitration Association.
- 8. "Party" is the claimant, respondent, and each party to an agreement to arbitrate an existing dispute, and all are "parties."
- 9. "Respondent" is an individual or other entity against whom a claim is asserted. and may include the claimant and third parties to the extent any claims are asserted against them.
- 10. "Response" is a document filed with the MAA that responds to a claim.
- 11. "Rules" are these Arbitration Rules.
- 12. "Venue" is a place where an arbitration hearing is held.



CRUISE LINE DISPUTE PROGRAMS

I. PASSENGER DISPUTES PURSUANT TO THE PASSENGER-TICKET CONTRACT

Each year, thousands of travelers choose to vacation on cruise lines. Most passengers have a positive experience. However, on occasion, unforeseen issues may arise. In order to resolve any problems quickly and efficiently, binding arbitration is used to resolve claims that are associated with the cruise or that arise out of the Passage/Ticket Contract, NAM is the arbitration administrator for Carnival Cruise Lines, Norwegian Cruise Lines, Princess Cruise Lines, Royal Caribbean Cruise Lines and Regent Seven Seas Cruse Lines.

NAM affords disputing parties cost-efficient access to some of the most highly qualified and respected Hearing Officers throughout the country. Claims are reviewed and decided by independent, experienced and neutral arbitrators, NAM's Comprehensive Dispute Resolution Rules and Procedures provide a sensible and expedient process so that issues will be resolved in a timely fashion.

Click below for printable versions of the following documents:

NAM's Comprehensive Rules and Procedures	™ PDF
NAM's Comprehensive Fees and Costs	T PDF
Demand for Arbitration Form	™ PDF
Carnival Cruise Lines' Ticket Contract	T PDF
Norwegian Cruise Lines Ticket Contract	™ PDF
Princess Cruise Lines Passage Contract	T PDF
Regent Seven Seas Cruise Lines Ticket Contract	T PDF
Royal Caribbean Cruise Lines Ticket Contract	T PDF

PLEASE NOTE: Claims involving emotional or bodily injury, illness to or death of any Passenger whatsoever arising out of or relating to the Passage Contract are not subject to the arbitration provision and shall be litigated before a court of competent jurisdiction.



Maritime Arbitration Rules

MARITIME ARBITRATION RULES SOCIETY OF MARITIME ARBITRATORS INC.

These Rules apply to contracts entered into on or after February 10, 2016

Click here for rules prior to February 10, 2016

Click here for document in PDF format

PREAMBLE INTERPRETATION AND APPLICATION OF RULES

The powers and duties of the Arbitrator(s) shall be interpreted and applied in accordance with these Rules and Title 9 of the United States Code. Whenever there is more than one Arbitrator, and a difference arises among them concerning the meaning or application of these Rules, the difference shall be resolved by majority vote or in the case of a two Arbitrator Panel by an Umpire, chosen by the two

In all matters not expressly addressed in these Rules, the Arbitrator(s) shall act in the spirit of these Rules and make every effort to ensure that an award is legally enforceable.

All references to Arbitrator(s) are deemed gender neutral. All references to Arbitrator(s) in the singular shall apply to the plural if the Panel consists of more than one Arbitrator.

- All references to the OActO are to the Federal Arbitration Act (Title 9 of the United States Code).
- All references to a third Arbitrator or Panel Chair shall, where applicable, also apply to an Umpire.
- All references to OSMAO are to the Society of Maritime Arbitrators, Inc.

I. RULES A PART OF THE ARBITRATION AGREEMENT

- Standard Arbitration Clause
 - Clause specific to cruise ship arbitration
 - Proposed clause

Proposed clause





TICKET CONTRACT

IMPORTANT NOTICE TO GUESTS THIS DOCUMENT IS A LEGALLY BINDING CONTRACT ISSUED BY CARNIVAL CRUISE LINES TO, AND ACCEPTED BY, GUEST SUBJECT TO THE IMPORTANT TERMS AND CONDITIONS APPEARING BELOW.

NOTICE: THE ATTENTION OF GUEST IS ESPECIALLY DIRECTED TO CLAUSES 1, 4, AND 10 THROUGH 13, WHICH CONTAIN IMPORTANT LIMITATIONS ON THE RIGHTS OF GUESTS TO ASSERT CLAIMS AGAINST CARNIVAL CRUISE LINES, THE VESSEL THEIR AGENTS AND EMPLOYEES, AND OTHERS. INCLUDING FORUM SELECTION, ARBITRATION AND WAIVER OF JURY TRIAL FOR CERTAIN CLAIMS.

IMPORTANT TERMS AND CONDITIONS OF CONTRACT -

READ CAREFULLY

In consideration of the receipt of the full cruise fare, Carnival Cruise Lines ("Carnival") agrees to transport Guest on the above - specified voyage on the following terms and conditions:

1. DEFINITIONS AND SCOPE OF CONTRACT

(a) Whenever the word "Carnival" is used in this Contract it shall mean and include the Vessel, its owners, operators, employees, agents, charterers and tenders. The term "Guest" shall include the plural where appropriate, and all persons or entities booking or purchasing passage and/or traveling under this Contract, including heirs, representatives and any accompanying minors. The masculine includes the feminine. "Guest" shall have the same meaning as "Passenger" in

(b) "Cruise Fare" or "Fare" means the amount paid for the cruise which includes full board, ordinary ship's food during the voyage, but not spirits, wine, beer, soft drinks or mineral waters, shore excursions, salon and spa services, or any other incidental charge or expense. The

12. JURISDICTION, VENUE, ARBITRATION AND TIME LIMIT FOR CLAIMS

(d) Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest, whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged

> pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., ("FAA") solely in Miami-Dade County, Florida, U.S.A. to the exclusion of any other forum. Guest hereby consents to jurisdiction and waives any venue or other objection that may be available to any such arbitration proceeding in Miami-Dade, Florida, The arbitration

shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., ("FAA") solely in Miami-Dade County, Florida, U.S.A. to the exclusion of any other forum. Guest hereby consents to jurisdiction

> OTHER RIGHTS THAT GUEST OR CARNIVAL WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. Carnival and Guest further agree to permit the taking of a deposition under oath of the Guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then the provisions of Clause 12 (c) above governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this Clause.

Proposed clause



NORWEGIA Name appears on the face of this ticket ed in the ticket, and includes any accompany CRUISE LINE® or representatives.

> st agrees that this Contract governs the relat the Guest's age, whether the Guest purchase ticket has been held and/or presented by a that this Contract constitutes the entire agre le and exclude any prior representations that i r anvone representing him/her by anvone, incl hures, advertisements, and other promotional loyees or by third persons such as travel ag Ticket Contract can use the Ticket Contra

This Contract is only valid for the cruise specified binding upon payment of the cruise fare by the Gu presenting this Contract to the Carrier for boarding e. The rights, defenses, immunities and limitations the Carrier and all concessionaires, independent related companies, parents, subsidiaries, succes ers, shipbuilders, component part manufacturers erers, agents, pilots, officers, crew and employees.

re: The fare paid by the Guest for this ticket inc oard, and ordinary vessel food, but does not include enses incurred for other incidental or personal se ees and charges imposed by governmental or qua ervice charges or the cost of the fuel supplement. harges, for which passengers will be charged. s in any element of such taxes and fees exceed houting the guoted amount. Carrier reserves the rid that the Carrier shall not be liable to make any reinused by the Guest except as otherwise expressly on to the contrary notwithstanding. Refunds shall I cv section of the Terms and Conditions of the crui

rier reserves the right to collect the fare in effe rier shall be entitled to, but not obligated to, upgra lations, at the sole discretion of Carrier, Carrier sha nor shall be responsible or liable whatsoever in o

(b) Other Suits: Any and all disputes, claims, or controversies whatsoever, other than for personal injury, illness or death of a Guest, whether brought in personam or in rem or based on contract, tort, statutory, constitutional or other legal rights, including but not limited to alleged violation of civil rights,

claims court, shall be referred to and resolved exclusively by binding arbitration pursuant to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ("the Convention") and the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. ("FAA") solely in Miami-Dade County, Florida, U.S.A. to the

NAM, which are deemed to be incorporated herein by reference. NAM can be contacted at 800-358-2550.

attention Commercial Claims Dept., 990 Stewart Avenue, First Floor, Garden City, NY 11530, to respond to any questions regarding the arbitration process, as well as to request a copy of NAM's current Comprehensive Dispute Resolution Rules and Procedures and the Fee Schedule. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN. OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT (OTHER THAN SMALL CLAIMS COURT). THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING OTHER RIGHTS THAT GUEST OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. An award rendered by an arbitrator may be entered in any court having jurisdiction under the Convention or FAA. Carrier and Guest further agree to permit the taking of a deposition under oath of the Guest asserting the claim, or for whose benefit the claim is asserted, in any such arbitration. In the event this provision is deemed unenforceable by an arbitrator or court of competent jurisdiction for any reason, then and only then the provisions of Section 14 below governing venue and jurisdiction shall exclusively apply to any lawsuit involving claims described in this Section. In any event, no claim described in this Section may be brought against Carrier unless written notice giving full particulars of the claim is delivered to the Carrier within thirty (30) days of termination of the Cruise and legal action on such claim is commenced within six (6) months from the date the claim arose, notwithstanding any provision of law of any state or country to

Proposed clause



ATION FOR CERTAIN DISPUTES AND WAIVE

Ticket Contract') describes the terms and conditions that wi and the Carrier (as defined in Section 2.b below) for the Ves and the Carrier (as defined in Section 2.b below) for the Vest has Agreement or the Cruise or the CruiseTour but excluding that the Vessel's Operator has adopted as a requirement of by the Bill of Rights controls.

her or not signed by the Passenger, shall constitute the agreen contract (including any accompanying minors or other persons inditions of this Ticket Contract. This Ticket Contract cannot be est acknowledges the availability of and Guest agrees to ab minimum deposit requirements and payment due dates, which went of any conflict between such other brochure or website m

is and conditions set forth in this Ticket Contract together with scribed in the preceding sentence shall constitute an agreeme

v substituted ship: (ii) the Vessel's Operator; and (iii) with resp TO') together with the owners, managers, charterers, affiliates sentence. Carrier also shall include the officers, directors, em lusions or limitations of liability of Carrier set forth in the provisi n, shall also apply to and be for the benefit of agents, independ perators of all shoreside properties at which the Vessel or the urers of the Vessel or Transport, or any component parts of eit launches, craft or facilities of any kind belonging to or provide

by this document, as the same may be modified and shall inc nose periods when the Guest is on land while the Vessel is in p is the amount due for the Cruise or Cruise Tour, whether such a due for other products or services such as air transportation, parately, nor does it include government or quasi-governmenta asis, nor any fuel surcharges, security surcharges or similar as to change and are due and payable by Passenger upon reque

cation package officially published and offered by Carrier, which

I persons traveling under this Ticket Contract and persons in t e the plural and the use of the masculine shall include the femi ponent of a CruiseTour to be provided either prior to the initial

other modes of transportation or accommodation provided by d or operated by Operator on which Passenger may be traveli the performance of this Ticket Contract.

h adult Passenger is permitted to carry onboard the Vessel or cruise, including suitoases, trunks, valises, satchels, bags, hi or bring on board the Vessel or check-in, or in connection with t arrier policy. Carrier reserves the right to refuse to permit any F

. Unless negligent, Carrier is neither responsible nor liable for serwise. Liability for loss of or damage to Passenger's property of the provider of the service and in accordance with applicable Property. Notwithstanding any other provision of law or this Ag CruiseTour is limited to \$300.00 per Passenger. Notwithstandin ge to property for the cruise (or for the cruise only portion of a ue value of such property in writing to the address specified in of five percent (5%) of the amount that such value exceeds \$3

xceeding \$5,000. ke to carry as baggage any tools of trade, household goods, (

9. FORUM SELECTION CLAUSE FOR ALL LAWSUITS; CLASS ACTION WAIVER:

a) EXCEPT AS PROVIDED IN SECTION 10 (b) WITH REGARD TO CLAIMS OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, IT IS AGREED BY AND BETWEEN PASSENGER AND CARRIER THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER, IN CONNECTION WITH OR INCIDENT TO THIS AGREEMENT, PASSENGER'S CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT

a) EXCEPT AS PROVIDED IN SECTION 10 (b) WITH REGARD TO CLAIMS OTHER THAN FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, IT IS AGREED BY AND BETWEEN PASSENGER AND CARRIER THAT ALL DISPUTES AND MATTERS WHATSOEVER ARISING UNDER. IN CONNECTION WITH OR INCIDENT TO THIS AGREEMENT, PASSENGER'S CRUISE, CRUISETOUR, LAND TOUR OR TRANSPORT. SHALL BE LITIGATED. IF AT ALL. IN AND BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A., (OR AS TO THOSE LAWSUITS TO WHICH THE FEDERAL COURTS OF THE UNITED STATES LACK SUBJECT MATTER JURISDICTION, BEFORE A COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA, U.S.A.) TO THE

> PARTICIPATE IN A CLASS ACTION, IF YOUR CLAIM IS SUBJECT TO ARBITRATION AS PROVIDED IN SECTION 10 BELOW, THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS ACTION BASIS. YOU AGREE THAT THIS SECTION SHALL NOT BE SEVERABLE UNDER ANY CIRCUMSTANCES FROM THE ARBITRATION CLAUSE SET FORTH IN SECTION 10.6 BELOW, AND IF FOR ANY REASON THIS CLASS ACTION WAIVER IS UNENFORCEABLE AS TO ANY PARTICULAR CLAIM, THEN AND ONLY THEN SUCH CLAIM SHALL NOT BE SUBJECT TO ARBITRATION

10. NOTICE OF CLAIMS AND COMMENCEMENT OF SUIT OR ARBITRATION; SECURITY:

a) TIME LIMITS FOR PERSONAL INJURY/ILLNESS/DEATH CLAIMS: NO SUIT SHALL BE MAINTAINABLE AGAINST CARRIER, THE VESSEL OR THE TRANSPORT FOR PERSONAL INJURY, ILLNESS OR DEATH OF ANY PASSENGER UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, SHALL BE DELIVERED TO CARRIER AT THE FOLLOWING ADDRESS, C/O ROYAL CARIBBEAN CRUISES LTD., 1050 CARIBBEAN WAY, MIAMI, FL 33132, WITHIN SIX (6) MONTHS FROM THE DATE OF THE INJURY, ILLNESS OR DEATH AND SUIT IS COMMENCED (FILED) WITHIN ONE (1) YEAR FROM THE DATE OF SUCH INJURY, ILLNESS OR DEATH AND PROCESS SERVED WITHIN 120 DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY b) ARBITRATION OF ALL OTHER CLAIMS: ANY AND ALL OTHER DISPUTES, CLAIMS, OR CONTROVERSIES WHATSOEVER, EXCEPT FOR PERSONAL INJURY, ILLNESS OR DEATH OF A PASSENGER, WHETHER BASED ON CONTRACT, TORT, STATUTORY, CONSTITUTIONAL OR OTHER LEGAL RIGHTS, INCLUDING BUT NOT LIMITED TO ALLEGED VIOLATION OF CIVIL RIGHTS, DISCRIMINATION, CONSUMER OR PRIVACY LAWS, OR FOR ANY LOSSES, DAMAGES OR EXPENSES, RELATING TO OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS CONTRACT OR PASSENGER'S CRUISE, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, SHALL BE REFERRED TO AND RESOLVED EXCLUSIVELY BY BINDING ARBITRATION PURSUANT TO THE UNITED NATIONS CONVENTION ON THE RECOGNITION AND ENFORCEMENT OF FOREIGN ARBITRAL AWARDS (NEW YORK 1958), 21 U.S.T. 2517, 330 U.N.T.S. 3, 1970 U.S.T. LEXIS 115, 9 U.S.C. §§ 202-208 ('THE CONVENTION') AND THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1, ET SEQ., ("FAA") SOLELY IN MIAMI, FLORIDA, U.S.A. TO THE EXCLUSION OF ANY OTHER FORUM. THE ARBITRATION SHALL BE ADMINISTERED BY NATIONAL ARBITRATION AND MEDIATION ("NAM") UNDER ITS COMPREHENSIVE DISPUTE RESOLUTION RULES AND PROCEDURES AND NAM'S FEE SCHEDULE IN EFFECT AT THE TIME OF THE PROCEDURE, EACH OF WHICH ARE DEEMED TO BE INCORPORATED HEREIN BY REFERENCE. ANY QUESTION ABOUT THE ARBITRATION ADMINISTRATORS MENTIONED ABOVE MAY BE DIRECTED TO THEM AS FOLLOWS: NATIONAL ARBITRATION AND MEDIATION, INC., 990 STEWART AVE. 1ST FL., GARDEN CITY, NY 11530, PHONE: (800) 358-2550 EXT. 128., NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL NOR TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES AND HEREIN, OR OTHERWISE TO LITIGATE THE CLAIM IN ANY COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING OTHER RIGHTS THAT PASSENGER OR CARRIER WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION, AN AWARD RENDERED BY AN ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION UNDER THE CONVENTION OR FAA. PASSENGER AND CARRIER FURTHER AGREE TO PERMIT THE TAKING OF A DEPOSITION UNDER OATH OF THE PASSENGER ASSERTING THE CLAIM, OR FOR WHOSE BENEFIT THE CLAIM IS ASSERTED. IN ANY SUCH ARBITRATION. THE ARBITRATOR AND NOT ANY FEDERAL. STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION. APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. IN THE EVENT THIS PROVISION IS DEEMED UNENFORCEABLE BY AN ARBITRATOR OR COURT OF COMPETENT JURISDICTION FOR ANY REASON. THEN AND ONLY THEN THE PROVISIONS OF SECTION 9 ABOVE GOVERNING VENUE AND JURISDICTION SHALL EXCLUSIVELY APPLY TO ANY LAWSUIT INVOLVING CLAIMS DESCRIBED IN THIS SECTION 10(b). c) TIME LIMITS FOR NON-INJURY/ILLNESS OR DEATH CLAIMS: NO PROCEEDING DESCRIBED IN SECTION 10(b) MAY BE BROUGHT AGAINST CARRIER, VESSEL OR TRANSPORT UNLESS WRITTEN NOTICE OF THE CLAIM, WITH FULL PARTICULARS, SHALL BE DELIVERED TO CARRIER AT THE FOLLOWING ADDRESS. C/O ROYAL CARIBBEAN CRUISES LTD., 1050 CARIBBEAN WAY, MIAMI, FL 33132, WITHIN THIRTY (30) DAYS AFTER TERMINATION OF THE CRUISE OR CRUISETOUR (WHICHEVER IS LATER) TO WHICH THIS TICKET CONTRACT RELATES. IN NO EVENT SHALL ANY SUCH PROCEEDING DESCRIBED IN SECTION 10(b) BE MAINTAINABLE UNLESS SUCH PROCEEDING SHALL BE COMMENCED (FILED) WITHIN SIX (6) MONTHS AFTER THE TERMINATION OF THE CRUISE OR CRUISETOUR (WHICHEVER IS LATER) TO WHICH THIS TICKET CONTRACT RELATES AND VALID NOTICE OR SERVICE OF SUCH PROCEEDING IS EFFECTED WITHIN SIXTY (60) DAYS AFTER FILING, NOTWITHSTANDING ANY PROVISION OF LAW OF ANY STATE OR COUNTRY TO THE CONTRARY d) IN THE EVENT OF AN IN REM PROCEEDING AGAINST THE VESSEL PASSENGER HEREBY IRREVOCABLY AGREES THAT THE POSTING OF A LETTER OF UNDERTAKING FROM ANY OF CARRIER'S INSURERS SHALL CONSTITUTE AN ADEQUATE AND APPROPRIATE FORM OF SECURITY FOR THE IMMEDIATE RELEASE OF THE VESSEL IN LIEU OF ARREST

Questions?



Maritime and Cruise Ship Arbitration: Charting the Course and Setting Sail

Juan C. Garcia Counsel