

Carriers Liability for Passengers and their Luggage

These terms are supplemented by the Norwegian Maritime Act of 24 June 1994 no. 39, Chapter 15 and Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (Athens Convention of 1974 and Protocol of 2002 to the Convention)

Color Line reserves the right to change the contents herein. Information and contents here are correct at the time of print and are applicable from 1.1.2017.

In case of a conflict between Color Line's terms of transport and the Maritime regulations, the provisions of the Norwegian Maritime Act of 24 June 1994 no. 39 as amended will always take precedence.

SDR means the special drawing rights established by the International Monetary Fund. The value of 1-one SDR is published on banks daily lists of foreign exchange rates.

Contents

1. Liability for passengers and their luggage	1
2. Money and valuables.....	2
3. Passenger vehicles.....	2
4. Mobility equipment.....	2
5. Safety regulations.....	3
6. Exceptions from liability	3
7. Limitations of liability	3
8. Passenger deductibles	4
9. Rerouting and use of different vessel. Mutual right to cancelation	4
10. Time bar.....	4
11. Complaints and claims.....	5
12. Law and Jurisdiction	5

1. Liability for passengers and their luggage

Color Line as carrier is obliged to compensate losses suffered as a result of the death of or personal injury to a passenger during transport and which is due to a shipping incident. These include shipwreck, collision, stranding, explosion, fire or defect in the ship. Color Line's liability is limited here to 250,000 SDR per passenger. If the shipping incident is due to a fault or neglect of Color Line or anyone whom he is responsible, the liability is limited to 400,000 SDR per passenger

Color Line as carrier is obliged to compensate losses suffered as a result of the death of or personal injury to a passenger during transport, and which is due to a fault or neglect of Color Line or anyone for whom he is responsible and which is not caused by a shipping incident. Liability here is limited to 400,000 SDR per passenger.

Color Line is obliged to compensate losses when luggage (hereunder passenger vehicles) is lost or is damaged during transport, if the event causing the loss is due to a fault or neglect of Color Line or anyone for whom he is responsible. The same applies for any loss arising from a delay in transport or delivery of luggage. A fault or neglect on Color Line's part shall be presumed to exist if the damage is caused by a shipping incident.

The claimant has the burden of proof for the extent of the loss and that the loss occurred during transport. As far as losses suffered as a result of personal injury and damage to or loss of hand luggage/personal effects, the claimant also has the burden of proving that Color Line is at fault or has been in any way negligent.

2. Money and valuables

Color Line is not liable for loss of or damage to money, securities, gold, silverware, jewellery, art objects and other valuables, except where such valuables have been deposited with Color Line for the purpose of safe-keeping. It should be noted that storage in locked cabinets in public areas is not considered as delivered to Color Line for safe-keeping.

3. Passenger vehicles

Vehicles accompanying passengers will, unless otherwise stated, be subject to the same rules as for luggage. The same also applies to any trailer, caravan etc. and which is attached to and towed by the vehicle. In such case these vehicles (with trailers etc.) will be classed as 1-one vehicle in accordance with the rules regarding Color Lines liability.

For vehicles used primarily as passenger vehicles, but in the specific case is shipped as cargo under Waybill or Bill of Lading, these will be subject to Color Line's Cargo Conditions of Transportation.

Please note that driving vehicles, during loading and unloading, on board the vessel, and whilst ashore is done at the passengers own risk and without any liability to Color Line, even when directed by the vessels crew.

It is the passenger's own responsibility to ensure that the parking brake of the vehicle is correctly applied once the vehicle is on board, and throughout the carriage.

Color Line is entitled to and without previous notice to passengers to transport vehicles on the weather deck (applies to the Superspeed vessels) as and when is necessary.

Color Line disclaims any liability resulting in any error, damage or other consequence arising in connection with assistance undertaken by Color Line staff in the event of el. start problems on the vessel's car deck or ashore on the terminal area.

Any damage to vehicles which have occurred whilst onboard the vessel must be reported to a ship's officer before driving ashore, otherwise there is a risk of refused payment of compensation for such damages (see item 11).

4. Mobility equipment

In case of losses suffered as a result of the loss or damage to mobility equipment or other specific equipment used by a disabled person or person with reduced mobility, and provided the incident which caused the loss was due to Color Line's fault or neglect, compensation shall correspond to the replacement value of the equipment concerned or, where applicable, to the costs relating to the repairs.

5. Safety regulations

Passengers are obliged to comply with Color Line's rules on order and safety on board.

Passengers must not carry onboard dangerous articles or substances as part of luggage, or within vehicles, without Color Line's prior knowledge. For some objects and substances special permission must be granted by Color Line. These include and are not limited to firearms, hazardous, flammable or corrosive substances, including fireworks. If unsure as to what rules apply please contact Color Line before embarkation.

For vehicles equipped with gas the main valve of the unit must be shut down and all appliances such as refrigerators, etc. must be off while the vehicle is on board.

6. Exceptions from liability

Color Line is exempt from liability in the following circumstances:

- a) For personal injury occurring during the time prior to embarkation and after disembarkation.
- b) For hand luggage that is not located on or in the passengers vehicle during the time prior to embarkation and after disembarkation, except where Color Line has custody of the luggage while the passenger is ashore on the terminal area or other port facility.
- c) For live animals brought on-board as goods
- d) If it is agreed or clearly provided for that a certain part of the transport is to be performed by a named sub-carrier, Color Line is not liable for losses caused by an event occurring while the luggage is in the sub-carriers custody.
- e) For loss or damage caused by a third party

If Color Line proves that a passenger's death, or personal injury, or loss of or damage to his luggage, is caused by the passenger's own fault or negligence, or if this is a contributing factor, Color Line's liability may cease entirely or be reduced in accordance with prevailing liability laws.

The aforementioned also applies if the claim against Color Line is not based on the contract of carriage.

7. Limitations of liability

Liability for personal injury shall not exceed 400,000 SDR per passenger.

Liability for delay in the carriage of passengers shall not exceed 4.694 SDR.

Liability for loss resulting from the luggage being lost, damaged or delayed shall not exceed:

- a) 2.250 SDR per passenger for loss relating to hand luggage;
- b) 6.750 SDR per passenger for loss relating to valuables received by Color Line for safe-keeping;;
- c) 12.700 SDR Per vehicle, including any trailer etc. and all luggage carried in or on the vehicle;
- d) 3.375 SDR per passenger for loss relating to other luggage.

The amounts are applicable for each journey.

Higher liability limits may be stipulated by written agreement between the passenger and Color Line.

Rules in regards to Color Line defenses and limits of liability apply even if the claim is not based on the contract of carriage.

These rules also apply accordingly if the claim is directed against anyone Color Line is responsible for, and that person proves that he was acting in the scope of their employment for Color Line.

Any changes to the Norwegian Maritime Act will be effective immediately in regards to Color Lines liabilities.

8. Passenger deductibles

Where Color Line has been imposed a potential liability Color Line has the right to in the incurred losses to deduct an amount equivalent to:

- a) 330 SDR per vehicle in the case of damage to passenger vehicles.
- b) 149 SDR per passenger in the event of loss of or damage to other luggage/personal effects.
- c) 20 SDR per passenger in the event of loss due to delay.

The amounts are applicable per journey. Any changes to the Norwegian Maritime Code rules will be effective immediately in regards to Color Lines liabilities

9. Rerouting and use of different vessel. Mutual right to cancelation

Color Line reserves the right to deviate from the route described on our website and in our brochures, similarly to designate a different vessel of the same standard than indicated for a particular journey, with no effect on the ticket price.

If a suitable vessel cannot be provided after an accident, the contract of carriage will be cancelled with a full refund of the ticket price for the relevant travel segment.

If the passenger does not take the trip or interrupts it, Color Line has the right to the agreed cancelation fee unless the passenger is deceased or hindered by illness or other reasonable causes and the carrier is notified without undue delay.

10. Time bar

A claim for personal injury or delay is time-barred 2-two years from the date the passenger left the ship. If the death occurred after disembarkation, the time-limit is 2-two years from the date of death, but no more than 3-three years after disembarkation.

A claim for loss of or damage to luggage is time-barred 2-two years from the date the passenger left the ship or the luggage was brought ashore or delivered.

Further rules in regards to limitation periods are found in the Norwegian Maritime Code.

11. Complaints and claims

In the event of loss of or damage to luggage/personal effects passengers are required to give written notice to Color Line without undue delay after the passenger became, or should have become aware of, the circumstances that justifies a claim for compensation:

- a) For hand luggage: before or in connection with passenger disembarkation.
- b) For all other luggage (including passenger vehicles) before or in connection with delivery of this, and before disembarkation/driving ashore.

If these conditions are not met, all such luggage will be deemed to be in an undamaged state at the time of disembarkation and will result in the loss of the passenger's right to compensation, unless proved otherwise.

The above requirement of written notice will be satisfied if the item in question has been subject to a common inspection and control by one of the ships officers during the passengers stay on board the vessel, and the incident duly reported on one of the vessels loss/damage report forms.

It should be noted that the report form is only a registration of the loss or damage and is by no means an admission of liability.

Any claim must be made in writing by e-mail to forsikring@colorline.no or by letter to Color Line Marine AS, c/o Claims department, PO Box 2090, N-3202 Sandefjord, Norway. Please enclose a copy of the ticket and any other relevant documentation.

12. Law and Jurisdiction

Carriage is subject to the Norwegian Maritime Code of 24 June 1994 no. 39 with later amendments. All disputes/lawsuits arising out of the carriage may only be brought before a court against Color Line AS, PO Box 1422 Vika, N-0115 Oslo, and subject to the exclusive jurisdiction of Oslo City Court.