People Claims

The Athens Convention

What is it?
The 1974 Athens Convention, and its successor the 2002 Protocol, provide a liability and insurance regime for passenger ships with regard to passengers and their luggage. Together, they aim to improve compensation for passengers who suffer damages and improve the safety of maritime transport. The Convention and Protocol also set financial limits of liability for carriers in respect of claims brought by passengers and a two-year time bar for claims to be made, which is typically calculated from the time the passenger disembarked from the vessel.

The Athens Convention 1974

A carrier is liable for damage suffered as a result of the death of, or personal injury to, a passenger, or loss or damage to luggage, if:

- the incident occurred during the course of carriage; and
- the incident was due to the fault or neglect of the carrier (fault is presumed in incidents of shipwreck, collision, stranding, explosion, fire or defect in the ship, unless the contrary is proven).

The carrier could limit its liability, unless it acted with intent to cause damage or recklessly and with knowledge that such damage could result, to 46,666 Special Drawing Rights (SDR) per carriage.

The Athens Protocol 2002

Death or personal injury

The 2002 Protocol substantially raised the limit of liability for the death of, or personal injury to, a passenger to 250,000 SDR per passenger on each distinct occasion.

If the death or personal injury is caused by a ‘shipping incident’, the carrier is strictly liable unless the carrier proves that the incident:

- resulted from an act of war, hostilities, civil war, insurrection or a natural phenomenon of an exceptional, inevitable and irresistible character; or
- was wholly caused by an act or omission done with the intent to cause the incident by a third party.

A ‘shipping incident’ is the shipwreck, capsizing, collision or stranding of the ship, explosion or fire in the ship, or defect in the ship.

If the loss exceeds 250,000 SDR, the carrier is further liable – up to a limit of 400,000 SDR per passenger on each distinct occasion – unless the carrier proves that the incident that caused the loss occurred without the fault or negligence of the carrier.

Where the loss suffered is not caused by a shipping incident, the carrier is liable only if its fault or negligence is proved by the claimant.
Industry expertise

The information and commentary herein are not intended to amount to legal or technical advice to any person in general or about a specific case. Every effort is made to make them accurate and up to date. However, no responsibility is assumed for their accuracy nor for the views or opinions expressed, nor for any consequence of or reliance on them. You are advised to seek specific legal or technical advice from your usual advisers about any specific matter.

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Damage to luggage and vehicles

The carrier is liable for loss of, or damage to, cabin luggage and there is a presumption of fault if the loss results from a ‘shipping incident’. The carrier is also liable for the loss of, or damage to, vehicles, including luggage carried in them, unless the carrier can prove that the incident that caused the loss occurred without its fault or neglect.

The carrier’s limit of liability varies, as follows:
- The liability of the carrier for the loss of or damage to cabin luggage is limited to 2,250 SDR per passenger, per carriage.
- Liability of the carrier for the loss of or damage to other luggage is limited to 3,375 SDR per passenger, per carriage.
- Liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle is limited to 12,700 SDR per vehicle, per carriage.

Compulsory insurance

The 2002 Athens Protocol requires carriers to maintain adequate insurance to cover the potential liabilities to ensure that victims are compensated.

Ships are to be issued with a certificate attesting that insurance or other financial security is in force.

Direct cause of action against insurers

The 2002 Athens Protocol allows for claims to be made directly against the insurer of up to 250,000 SDR.

When will the Athens Convention apply?

✔ Passengers
✖ Ship entertainers
✖ Employees
✖ Crew

Different liabilities, limitations and financial consequences may arise for a shipowner even if the incident circumstances are almost identical.

Limits of liability

The 2002 Protocol allows state parties to the convention to vary the limitation levels provided that these are not lower than those in the Protocol. It is therefore vital for the relevant limitation provisions to be checked depending upon the state that has jurisdiction over the claim.

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Athens will apply

On the Quay, Terminal or Port
If the damage to cabin luggage is sustained whilst the Passenger is in a marine terminal or station or on a quay or any other port installation and control of that luggage has been taken over by the carrier or his servant or agent and has not been redelivered to the passenger.

On the Gangway
If damage to cabin luggage is sustained whilst cabin luggage is on the gangway.

If injury/death is sustained whilst the passenger is on the gangway.

Athens will not apply

On the Quay, Terminal or Port
If injury/death is sustained whilst the passenger is in a marine terminal or station or on a quay or any other port installation.

On the Gangway
When the passenger is still on the quay/not yet in the process of embarking, in respect of injuries.

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