

Claim Instructions

Instructions to be Followed in Case of Loss or Damage

(Failure to comply with these instructions may prejudice any claim)

1. Inspect goods immediately. Even if loss or damage is only suspected do not give a clean receipt but mark documents (e.g. shipping documents) by stating extent of damages suspected or noticed.
When delivery is made by container ensure that the container and its seals or locks are examined immediately by the responsible officials of the shipowners or the carrier. If the container is delivered damaged or with seals or locks broken or missing or with seals or locks other than as stated in the shipping documents clause delivery receipt accordingly stating assumed loss or damage and retain all defective or irregular seals and locks for subsequent identification.
2. Secure rights of recovery from third parties. Shipowners, railway, post, lorry owners, other carriers, forwarding agents, warehouses, customs and port authorities must be
 - requested to attend a joint survey,
 - requested to certify the loss or damage, and
 - held liable in writing
 where loss or damage is apparent - before taking delivery of the goods,
 where loss or damage is not apparent - immediately upon discovery of said loss or damage, at the latest, however, before termination of time limits. Any rights of recovery directly against Hapag-Lloyd (if applicable) do not need to be secured.
3. Care must be taken to minimize loss or damage and to avert further loss or damage.
4. Immediately contact the insurer or surveyor named in the policy or certificate of insurance.
On proving substantial reasons the nearest Lloyd's agent may be called in instead of the insurer or surveyor named.
5. Do not alter condition and packing of goods before arrival of the surveyor unless required by measures as under clause 3.
6. Immediately notice of claim must be given to underwriters.
7. A full set of claim documents must be presented to underwriters, in particular:
 - Claim Bill
 - Policy / Certificate
 - Survey report
 - Bill of Lading, way-bill, or other contracts of carriage or storage
 - Shipping invoice
 - Documents showing number, measurements or weight at time of shipping and arrival
 - Certificate of loss or damage / correspondence regarding liability of third parties according to clause 2
 - Subrogation from issued in favour of underwriters signed by the party holding rights under the contract of carriage.
 Prompt settlement of claims can only be effected by underwriters in cases where the documents enumerated under clause 7 have been presented to underwriters. Immediate presentation to underwriters is, therefore, in the own interest of the party claiming damages/losses under the policy/cargo insurance certificate issued. In any case the documents mentioned must be submitted to underwriters well before expiry of any time-limits of carriers etc. as under clause 2 to leave sufficient time for claims against third parties.
8. No claim will be considered by underwriters unless submitted within 15 months after termination of the insurance.
Apart from surveying damage, the surveyor has no authority to commit underwriters. Through the appointment of the surveyor there arises no personal right or obligation for the latter to settle claims.
This Policy / Certificate is subject to German law and jurisdiction. The court of jurisdiction -even where claims are agreed payable in the country of destination- is to be at the place where this Policy / Certificate is issued or at the head offices of the insurers.