

Guidance to Claimants:

Please note the following guidelines which we provide to assist you in lodging your claim with the carriers and preserving your rights and those of the underwriters.

Note: Failure to comply could possibly prejudice your claim against Underwriters.

1. Consignees have a duty to undertake all measures to minimise the loss and to ensure that all rights against carriers, bailees and/or third parties are not prejudiced (e.g. by issuance of a clean receipt).
2. In the case of all claims, "Notice of Intent to Claim" must be filed immediately **in writing** with the carriers specifying (in as much detail as presently known) the extent of the damage or loss. Furthermore, the claim notice must include an invitation to the carriers to appoint a surveyor.
3. Please review your insurance policy document closely, in particular the section headed "Documentation of Claims" and/or "Procedure to Follow in the Event of Loss or Damage" section. Consignees are obliged to comply with any printed instructions contained in the Insurance policy or certificate.
4. Claimants are advised to retain all ORIGINAL documentation for submission to us/underwriters for consideration of a claim.
5. **A: Carriage by Sea**

Attention is drawn to the fact that under the terms of the ocean bill of lading, the time for suit against the vessel expires one year from the date of discharge of goods over side the vessel. In the case of a B/L issued by a freight forwarder or consolidator, the time bar may be 9 months. Please check the "Time Bar" clause in the B/L.

In the event of any delays whatsoever, prior to settlement of your claim, **it is the responsibility of the claimant to obtain an extension of suit time for the carriers in writing.** The mere request for an extension is not sufficient unless an extension is confirmed in writing by the ocean carrier. If such confirmation is not forthcoming, prior to the applicable time bar, it will be necessary for you to arrange a formal writ. (Please contact us if you require any clarification or guidance)

B: Carriage by Air

Attention is drawn to the fact that under the terms of the airway bill, the time for suit against the carrier expires two years from the date of discharge of goods. In the event of any delays whatsoever, prior to settlement of your claim, **it is the responsibility of the claimant to protect the time bar by issuing proceedings.**