

MARINE CARGO CLAIMSPROCEDURE

“CLdN S.A., COMPAGNIE LUXEMBOURGEOISE de NAVIGATION S.A., Société Anonyme”

Siège social: L-2146 Luxembourg, 55-57, rue de Merl.

R.C.S. Luxembourg B. 103.758.

(Hereafter: "CLdN")

This “general” claims procedure is applicable for all cargo claims in respect of cargo carried on the following CLdN - RO-RO SERVICES. (However, a more specific claims procedure may be applicable for certain customers, if stipulated in a written contract):

1. Reservation for apparent damage should be made at the latest when the unit is removed from the terminal or for damage which is not apparent within 3 days after collection of the unit from the terminal. Lack of reservation will constitute 'prima facie' evidence that no additional damage was caused while the Article of Transport (AoT) was under the care and custody of the seacarrer.
2. For damages which will be repaired on the terminal, reservation should be made before repairs are carried out.
3. A notification of claim (preferably via email) is to be sent to:
CLdN, rue de Merl 55-57, L-2146 Luxembourg
as soon as possible giving the following information:
 - name of vessel
 - shipping route
 - date of shipment
 - identification number of AoT
 - nature of damage/lossThe 'CLdN claims office' (contacts attached) will then register and investigate your notification of claim in their VIDEO claim system.
4. It is up to the claimant to prove the extent of the damage or loss. The best way to do this, is by means of a joint survey. Obviously this is cost and time consuming for all parties and it is therefore unpractical to organise such survey for each and every damage. However 'CLdN' should in any case be given the opportunity to inspect larger damages prior to repairs (e.g. as from 1250,- EUR or 1.000,- Gbp.) Non-compliance from the claimant with this request will be sanctioned by non-admissibility of the claim.
5. A formal claim should be submitted as soon as possible including the following:
 - specifications of damage claimed for
 - evidence that the alleged damage was noted while the AoT was under the care and custody of the seacarrer (copy of the relevant approved report by 'CLdN' and properly countersigned by a representative of the latter).
 - evidence in support of extent of damage e.g. repair invoice, supplier's invoice, detailed breakdown of the repair cost i.e. the price of each of the materials used separately and the hours labour itemised against each stage of repairs.This information is required to enable 'CLdN claims office' to examine your claim in a proper and professional way. The sooner this information is made available the faster your claim will be handled.
6. The liability of the seacarrer as well as the amount of compensation will be determined on the ground of the following criteria:
 - the conditions of carriage as printed overleaf the non-negotiable receipt note (incorporating the Hague-Visby Rules);
 - Guidelines for the settlement of claims as issued by the North Sea Operator's Claims Conference known as NSOCC Blue Card and NSOCC Yellow Card.
 - (Maritime) law and claims adjustment practise of the Grand Duchy of Luxembourg.
7. In case a settlement is agreed the claimant will have to sign a 'Claim Release Form' for the amount agreed before he will be paid out. A demand for settlement of a damage cannot be paid by means of an invoice. Therefore, 'CLdN' returns all 'claim invoices' accompanied by a 'letter of protest'.
8. For a VAT registered company VAT on repairs does not constitute a damage and is therefore not recoverable from the seacarrer. Furthermore claims are not subject to VAT.
9. According to the applicable Maritime Law all claims are time-barred 1 year after discharge of the AoT from the vessel. A claim, even a formal and figured claim, will not interrupt this time-bar. Neither do negotiations. If it becomes apparent that a claim will not be finalised within this 1 year period claimants can request an extension of the time-bar. This should be done well in time. It is the sole discretion of 'CLdN' to decide whether or not an extension will be granted. An extension of the time-bar never can be assumed but has to be confirmed in writing prior to its expiration.
10. Contact details CLdN claims office:
Tel:+352 26 44 66 1
Fax:+352 26 44 66 99
E-mail:claims@cldn.lu