



# CLAIMS PROCEDURE

## Short sea services

Applicable from 1 March 2019

CLdN ro-ro S.A., CLdN ro-ro Agencies Ltd. and Cobelfret Ferries N.V.

This "general" claims procedure is applicable for all cargo claims in respect of cargo carried on the following SHORT-SEA SERVICES: (However, a more specific claims procedure may be applicable for certain customers, if stipulated in a written contract): The contractual carrier is – generally speaking – the legal entity which provides the cargo interests with a freight quotation and issues the freight invoice, and in daily practise this may be:

- (a) For the ro-ro ferry services between Zeebrugge and the UK:  
**Cobelfret Ferries N.V., Hendrik van Minderhoutstraat 50, Britanniadok, B-8380 Zeebrugge**
- (b) For the ro-ro ferry services between the Continent and the UK and Ireland other than those mentioned under (a) and for the ro-ro ferry services between Vlissingen-Dagenham, Zeebrugge-Scandinavia, Zeebrugge-Iberia, Rotterdam-Iberia :  
**CLdN ro-ro S.A., 3-7, Rue Schiller, at 2519 Luxembourg, Grand Duchy of Luxembourg**

For these contractual carriers, the appointed claims handling office are respectively:

- (a) For Cobelfret Ferries N.V. the Cobelfret Ferries N.V. Claims department, Zeebrugge office
- (b) For CLdN ro-ro S.A. the CLdN ro-ro S.A. claims department, Luxembourg office

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 72h 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 sea carrier.
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 the relevant contractual carrier:
  - **c/o Cobelfret Ferries N.V., Claims department, Hendrik van Minderhoutstraat 50, Britanniadok, B-8380 Zeebrugge. E-mail: [ferryclaims@cobelfret.com](mailto:ferryclaims@cobelfret.com).**
  - **c/o CLdN ro-ro S.A., Claims department, 3-7, Rue Schiller, at 2519 Luxembourg, Grand Duchy of Luxembourg. E-mail: [claims@cldn.com](mailto:claims@cldn.com).**

as soon as possible giving the following information:

- name of vessel
- shipping route
- date of shipment
- identification number of AoT
- nature of damage/loss

The claims office will then register and investigate your notification of claim.

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 Cobelfret Ferries N.V. or CLdN ro-ro S.A. 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 sea carrier (copy of the relevant approved report by Cobelfret Ferries N.V. or CLdN ro-ro S.A. 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 Cobelfret Ferries N.V. or CLdN ro-ro S.A. 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 sea carrier 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)
  - The Carrier's conditions for the handling of claims (as per attached)
  - Belgian (maritime) law
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 since any possible settlement is a compensation not directly related to any performance for which the claimant can invoice the carrier. Therefore, Cobelfret Ferries N.V. or CLdN ro-ro S.A. will automatically consider such invoices as ineligible, without giving additional notice.
8. For a VAT registered company VAT on repairs does not constitute a damage and is therefore not recoverable from the sea carrier. 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 Cobelfret Ferries N.V. or CLdN ro-ro S.A. 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.



# THE CARRIER'S CONDITIONS FOR THE HANDLING OF CLAIMS

All capitalized terms shall have the same meaning as in the General T&C

As a general principle of law, claimants are expected to mitigate the loss at all times.

Claimed damages shall be subject to the right of inspection of these damages and any claim settlement will reflect the depreciated replacement value of the damaged material(s) at the time that the damage occurred.

## Handling damages

Units are susceptible to damage despite due care being taken during loading, handling, stowing, storing and discharge operations. The Carrier shall not accept such wear and tear and such "handling damage" as a valid claim.

## Wear and tear

Except where the damaged material is less than 12 months of age, all claim settlements shall be subject to a reduction of 25 % to reflect wear and tear depreciation.

Where the damaged material is proven to be less than 12 months of age, loss or damage will be fully reimbursed.  
The burden of proof lies with the claimant and shall preferably be submitted together with its claim.

## The Carrier will not accept liability for the following items:

- 1. Damage to parts not visible on delivery** through reasonable inspection methods, such as video gates and visual manual delivery checks (depending on port facilities).
- 2. Tilt & Curtain damages as a result of :**
  - Tearing or chafing against the framework of, or objects within, the Unit.
  - Tearing or chafing against cargo within the Unit, excessive tension in the canopy due to sideboards, stanchions or cargo extending beyond the cargo loading platform.
  - Knife cuts and tilt damages caused by stowaways.

Unless the cost of repair exceeds the cost of replacement, holes and tears will not be accepted as justifying the complete renewal of the tilt and/or curtains, even if the damage endangers the legitimacy of a certification policy (such as, but not limited to, a TUV Certificate).

In the exceptional case of a justified complete renewal of the tilt, any claim settlement will reflect the depreciated replacement value of the tilt and/or curtains at the time that the damage occurred.

**3. Buffer blocks - Bumpers** fitted to protect the Unit, or any parts of it, from frequent contact with hard objects. Any damage shall be deemed to be fair wear and tear.

**4. Tyres:** Flat tyres, punctures or damages to the tread of the tyres.

Damage will only be compensated where there is clear visible impact to the sidewall of the tyres and then only according to the following criteria:

- a) If the remaining tread is known, compensation shall be calculated pro rata per mm.
- b) If the remaining tread is unknown, compensation shall be maximum 50%.

However, no liability shall be accepted for any tyre with a tread below 4mm or where the tread peels away from the tyres.

**5. Spare wheel carriers, cargo lifts and storage boxes:** as these are often positioned close to the ground and any damage shall be considered as inherently occurring due to their location.

## 6. Air suspension bags and related parts

Any damages, except where it can be clearly established that the damage occurred due to an external impact.

**7. Mudguards and anti-spray equipment** are inherently vulnerable to contact with external objects. Any damage shall be considered fair wear and tear, except where it can be clearly established that the damage occurred due to an external impact.

**8. Loose or detachable equipment**

Loss of or damage to, lamp lenses, reflectors and other loose equipment, such as, but not limited to, removable trailer light boards, spare tyres, winding handles, brake couplings, tools, tarpaulin covers, spansets, etc. Except where it can be clearly established that the surrounding of the hereinabove items also suffered damage due to an external impact.

**9. Side board & door hinges and locks**

Side board & door hinges and locks wear out due to normal handling and corrosion, except where it can be clearly established that the damage occurred due to an external impact.

**10. Side boards and trailer superstructure**

Chafing, denting, splitting of side boards (covered side boards are not subject to the W&T Clause) and superstructures, except where it can clearly be established that the damage occurred due to an external impact.

**11. Aluminium and other light-weight constructions**, except frame and sub-frame damage caused by external impact.

**12. Curtain-winding and tensioning mechanism**, except where damage occurs by external impact and caused the system to malfunction.

**13. Box-, Bulk-, Reefer-, and Tank-, Containers**

Minute dents, scratches and any other cosmetic damages to any outer casing, panels, framework, corner posts, and castings, where the normal operation of the Unit is not impeded (Cosmetic damage).

Malfunction of temperature gauges, valve covers, box lids etc.

\* \* \*