



Putting Customers First

Navigating Reefer Cargo Claims

www.pilship.com



This Guide

We understand how important temperature-sensitive goods are to your business and the potential impact of cargo damage that may have on your business operations. This Reefer Cargo Claims Guide is designed to help you understand the claims process and what to expect every step of the way.

7 STEPS TO TAKE

1. Secure container
2. Contact PIL representatives
3. Notify your cargo insurer
4. Arrange for a joint survey, if required
5. Mitigate the loss
6. Submit your claim with supporting documentation
7. Resolution

Step 1 – Secure container

Inspect cargo immediately on delivery. Upon identifying loss of or damage to the cargo, stop all cargo unstuffing operations immediately. Close the container doors and leave the power supply on. This helps preserve the condition of the cargo to prevent further damage.

Step 2 – Contact PIL representatives

Contact your local PIL representatives without delay with the Bill of Lading number, container number and description of the issue so we can advise you on the next steps. Prompt notification will also protect your legal position, and any late notification will present challenges in determining the exact condition of the cargo at delivery.

Step 3 – Notify your cargo insurer

If your cargo is insured, you should notify your cargo insurer immediately so they can advise you the next steps in filing an insurance claim under your cargo insurance policy.

Step 4 – Arrange for a joint survey, if required

Depending on the extent and nature of the cargo loss or damage, a joint survey may be arranged by PIL and your cargo insurer to ascertain the cause and extent of the cargo damage or loss. If your cargo is not insured, you are recommended to appoint an independent surveyor as soon as possible to attend this joint survey on your behalf so as to protect your interests. In the event the cargo is suspected to be total loss, do not dispose of the cargo until it has been inspected in a joint survey.

Step 5 – Mitigate the loss

You are legally obligated to take all reasonable steps to mitigate your loss. This includes selling the cargo in the secondary market on the best terms reasonably possible if the cargo still holds value. If the cargo cannot be salvaged or is otherwise unfit for any purpose, you may arrange for destruction and retain proof of such destruction for your claim submission to PIL.

Step 6 – Submit your claim with supporting documentation

If your cargo is insured, submit your claim to your cargo insurer to expedite resolution of your claim. Should you choose to submit your claim directly to PIL, you are required to submit the following documents to your local PIL representatives.

1. Scanned copy of original Bill of Lading (front & reverse).
2. Claim statement with breakdown of the quantum claimed.
3. Commercial invoice.
4. Packing list.
5. Surveyor report with photographs. Photographs should be colour, clear and dated, with images from multiple angles.
6. Pre-shipment/stuffing survey report/quality certificate (if available).
7. Salvage receipt with tender communication or proof of destruction.

Step 7 – Resolution

Upon receiving your claim with supporting documentation, we will review and assess the claim. We will communicate the outcome of your submission to you as soon as possible.

Points to Note

Early Damage Detection

On taking delivery, it is recommended that a physical check of the reefer container and temperature settings is conducted.

Prompt Cargo Damage Notification

Contact your local PIL representatives as soon as possible upon discovering any cargo loss or damage. Failure to do so may prejudice your rights to claim.

Time Bar

Under the Bill of Lading Terms, your claim is subject to a nine months time limitation from the date of delivery or if the cargo is not delivered, ten months after the date of issue of the relevant Bill of Lading. A written request for an extension of time can be submitted to PIL.

General Disclaimer

Carriage with PIL is governed by the Bill of Lading Terms and Booking Terms, found at www.pilship.com (the "Bill of Lading Terms" and the "Booking Terms" respectively). This guide is intended for informational purposes only and does not constitute legal advice. It should not be construed as creating or modifying any obligations or liabilities of the parties beyond those set out in the Bill of Lading Terms or Booking Terms. In the event of any inconsistency between this guide and the Bill of Lading Terms or the Booking Terms, the latter shall prevail. Nothing in this guide shall be construed as a waiver of any of our rights or defences under the applicable law, the Bill of Lading Terms or Booking Terms, and we expressly reserve our rights accordingly, including but not limited to the right to reject any claim that is late, incomplete, or unsupported by proper documentation.

