
Claims Procedure

For Insurer's information; the Insured and Lloyd & Partners Limited have established the following claims handling procedure which does not add to, amend, nor negate any of the terms and conditions of this insurance.

1. In the event of Loss or Damage:

The Insured / Claimants should notify

Lloyd & Partners Limited
The St Botolph Building
138 Houndsditch
London
EC3A 7AW

Telephone: +44 (0)20 7466 6500

Fax number: +44 (0)20 7466 6565

Contacts	Direct Tel	Home	E-mail
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The following information should be provided as applicable:

- 1.1 Vessel Name / Conveyance.
- 1.2 Bill of Lading (or similar) Number and Date.
- 1.3 Port of Loading and Port of Discharge.
- 1.4 Warehouse Name / Location.
- 1.5 Holding Certificate(s), Receipt(s) or Warrants.
- 1.6 Description of the subject matter insured.
- 1.7 Subject matter Location, Name of Contact, Phone Number, E-mail address.
- 1.8 Brief circumstances of loss

2. Procedure:

Immediately inspect the consignment on delivery and do not give a clean signature for the goods unless they are outwardly undamaged. Failure to do so may prejudice your claim.

Ensure that any notice of any loss or damage is given to any or all third parties involved in the transit in writing immediately you are aware of a potential loss. Failure to do so may prejudice your claim.

Do not destroy any packing materials used. These may be required by the surveyor to establish where and how a loss occurred.

3. Documents

The list below includes all documents and information customarily required to ensure the efficient processing of a claim, through to settlement:

- 3.1 All claims require
 - 3.1.1 Purchase and or sales Invoices / Contracts.
 - 3.1.2 Copies of the Bill of Lading (front and reverse conditions) or similar. In the event of a total loss originals will be required.
 - 3.1.3 Copies of the Charter Party where relevant.
 - 3.1.4 Survey Report (where a surveyor has been assigned by Insurers).
 - 3.1.5 Original Insurance Certificates, if one was issued, or Insurance Declaration.
 - 3.1.6 A copy of correspondence holding third parties responsible for the loss, together with any subsequent replies.
 - 3.1.7 Independent evidence of loss.

In addition:***Shortage Claims***

- 3.2 Shortage claims require evidence of when the loss occurred and the weights, usually by way of:
 - 3.2.1 Weight note / Loading report.
 - 3.2.2 Out-turn / discharge report and or claused delivery receipt.

Damage and/or Contamination Claims

- 3.3 Damage and/or contamination claims require evidence of where the damage occurred, what action was taken, details of the cost involved. Usual documents are:
 - 3.3.1 Out-turn / discharge report.
 - 3.3.2 Reconditioning report / invoice.
 - 3.3.3 Invoice evidencing any salvage sale, or destruction certificate.
 - 3.3.4 Moisture / quality certificates, if available and or applicable.

Storage and/or Warehouse losses

- 3.4.1 Warehouse / storage receipts.
- 3.4.2 Any subsequent inventory / independent inspectors reports.
- 3.4.3 A copy of contract with warehouse facility / storage operators.

4. General Average

In the event of General Average being declared by the Shipowners, they will usually require security to cover the G.A. Contribution payable by cargo interests before they will agree to discharge the cargo at the port of destination.

To avoid any delay in discharge, Insurers will on request, agree to the provision of the necessary General Average security.

Upon learning of the request for General Average Security the following details should be notified immediately to the Claims Unit of Lloyd & Partners Limited, contact details as above:

- 4.1 Vessel and casualty details
- 4.2 Voyage
- 4.3 Description of Cargo and Bill of Lading No. and Date
- 4.4 Insured Value and/or Invoice Value (CIF)
- 4.5 Name of Average Adjusters appointed by Shipowners

Shipowners normally require in addition to Insurers' Guarantee a General Average Bond and Valuation Form to be completed, signed and sent to the Shipowners or Adjusters by the Cargo Owners.

On occasions, Shipowners will not accept an Insurers' Guarantee but insist on cargo owners paying a Cash Deposit (providing the amount called for is reasonable). In exchange for the payment, cargo owners should obtain an original General Average Deposit Receipt, and then this document should then be forwarded to the Claims Unit of Lloyd & Partners Limited, who in turn will approach Insurers for prompt settlement of the Deposit amount.

5. Salvage

In the event of the carrying vessel requiring the services of a Salvage Company to safeguard the completion of the intended voyage, it is again essential to advise immediately Lloyd & Partners Limited of all casualty details as soon as they are known.

Insurers instructions regarding appointment of Surveyors and/or Legal Representatives will be advised by return.

Salvage Security will in most circumstances be demanded by the Salvors or their legal representatives. The most common form being "Lloyd's Open Form" of Salvage Agreement, which calls for satisfactory security to be provided.

The casualty details required by Lloyd & Partners Limited are the same as in cases of General Average Security. Upon receipt of same, Lloyd & Partners Limited will be pleased to make the necessary arrangements.

The name of Salvor's legal representative would also be required to minimise any delays.

6. Duty of Insured

It is important that the Insured/Claimants should be aware of their own, and their Agent's duty under the Contract, to take such measures as may be reasonable to avert or minimise loss, and to ensure all Insurers' rights of recourse against responsible third parties (e.g Suppliers / Shipowners / Receivers) are properly protected.

It should be noted that provided the expenses are reasonably and properly incurred, and are also, as a result of the operation of an insured peril, then such expenses would be for Insurers' account.

If Insured/Claimants are in any doubt whatsoever that they are unable to comply or require advice how to proceed, with this duty they should immediately contact Lloyd & Partners Limited.

7. Certificates of Insurance

Where Certificates of Insurance are required and issued, the Claimants should follow the instructions thereon with regard to filing claims against Insurers.

8. Claims Services***Notification and Assessment***

Claims should be notified to us (or to Insurers if the Contract provides for direct notification to them) promptly. If you have a third party claim we would advise you not to compromise that claim or admit liability until you have Insurers' approval to do so. You should observe all conditions in your Contract relating to the reporting and handling of claims – failure to do so may well lead to your claim not being paid. Details of claims which are notifiable under the terms of the insurance should be advised to us as your agent without delay, unless the insurance requires claims to be notified directly to the Insurer(s) or to another party. Upon our receipt of a claim notice from you, we will undertake an assessment of that claim. If we consider that notice of the claim is not required or if the notification appears deficient in any way, we will promptly explain to you the position and seek your further instructions.

Subject to the preceding paragraph, we will notify the participating Insurer(s) of the claim in a timely fashion and, where applicable, confirm to you in writing when such notification has been made. We will then promptly communicate to you any information, comments or advices, received from the Insurer(s), in relation to the claim notice(s).

Negotiation and Settlement

We will diligently pursue settlement and, where agreed with the Insurer(s), the collection of any claim under the insurance and seek to secure the fullest recovery possible within the terms, conditions and limitations of the insurance. We will not compromise the amount of any claim settlement without your prior approval. Where applicable, we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the Insurer(s).

It is stated that these notes are intended only as an *aide memoire* and do not profess to be an exposition of Marine Insurance or Law. When in doubt assistance should be sought from *Lloyd & Partners Limited* (Claims Unit).