



## Guidelines for handling Claims – Referring to Stena Line’s General Conditions

### 1. Visible and non visible damages

For new visible damage the driver should undertake the following steps:

#### **Terminal Europoort (Stena Line)**

Several digital photographs are taken by a CCTV system of all of the unaccompanied units/trailers that either enter or exit the terminal.

#### **Terminal HIP (Harwich International Port)**

For new visible damage the driver should write a summary of the damage on his gate-pass (PCN). This gate-pass must be handed in at the freight office in Harwich, before the unit is removed from the terminal. Use of the CCTV system is mandatory.

#### **Terminal Killingholme (C.RO Ports)**

For new visible damage the driver should report to the recheck office at the terminal before the unit is connected or moved. The re-check man will register the damage by means of a damage-form (re-check).

#### **Terminal Hoek van Holland (Stena Line)**

Several digital photographs are taken by a CCTV system of all of the unaccompanied units/trailers that either enter or exit the terminal.

**Re-check forms, damage forms or notes on gate-passes are not accepted as notification of damage to Stena Line. A notification of damage has to be sent to the Claims Department in Hoek van Holland within 6 days after shipment.**

Reporting new visible and invisible damage should proceed as follows:

For all damage, a written notification should be sent to Stena Line (Claims Dep.) within 6 days after shipment. If the proper remarks/observations are missing it is assumed by both sides that the unit incurred no additional damage while under the care of Stena Line.

### 2. Repairs to vehicles on quay side

Damage that has to be repaired at the terminal should be reported to one of the loading inspectors or, in the case of Killingholme, the shift manager, before the repairs are commenced.



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### **3. Report of damages**

A liability claim should be sent to the Stena Line Claims department within 6 days after the ship arrives containing the following information:

1. Unit / trailer number
2. Nature / extent / exact location of damage
3. Date of shipment
4. Route of shipping
5. Name of the vessel

Stena Line will register, handle and acknowledge receipt of the claim.

### **4. Asses extend of damage**

The carrier should indicate the extent of the damage. The best way of determining the damage is by mutual survey. Because of the expensive and time-consuming method for both parties concerned, it is not practical / economical to do this for all cases of damage. However, Stena Line should have the opportunity to appoint a surveyor before any repairs are carried out. Major claims will be transferred by Stena Line to P&I correspondents, or to a yet to be established assessment office for further consideration.

### **5. Wear & Tear**

For the following treatment / users damages (so called Wear & Tear) no liability is accepted by Stena Line BV.

- Small holes, tears, scratches and damages eye lets / spanners in tilt.
- Missing and damaged rubber protection strips fitted to the rear end and sides of trailers.
- Small scratches and dents on mudguards, bumper bars and sideboards.
- Board hinges and locks.
- Air bellows
- Frontbumpers
- Small scratches on reefer trailers and box trailers.
- Tyre damage will only be accepted unless such damage is caused as a direct result of loading or unloading procedures on board the sea going vessel in which event liability will be apportioned at a maximum of 75% of the established claim in respect of new tyres and 50% in respect of others. The remaining tyre tread have to be checked and reported to the checker on the quay before leaving the terminal.
- Parts, which can be changed by drivers themselves, such as lights, air clutches and seal lines.
- Spare wheels, tools, wedges and slings.



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### **6. Consequential losses**

Stena Line is not liable for consequential losses such as loss of time, rental of substitute trailer, etc. unless the customer’s claim for such losses is based on mandatory rules. It is the responsibility of the customer to prove that he’s entitled to compensation for consequential losses.

### **7. Responsibility for seals and goods**

Stena Line shall not be responsible for checking container / trailer seals or seal numbers and shall not be required by the shipper to carry out any seal check or to note seal numbers on any document at any time whatsoever. For the avoidance of doubt, no admission or representation is made that the goods have been received by the carrier in good order and condition and any express or implied statement to the contrary shall be of no effect.

Stena Line shall not be liable for theft of cargo, unless the haulier is able to prove otherwise and only if the unit is still on the terminal. When the unit has been removed before Stena Line has been given the opportunity to check the cargo and inform the proper authorities, liability will not be accepted.

### **8. Papers and documents**

Stena line will not be liable for loss of cargo papers and documents. Even if these have been sent via the “ships box”. This is only an extra service for which Stena Line will not accept any liability.

### **9. Accompanied units**

In case of damage to accompanied vehicles, if not directly caused by driver’s negligence or disregard for instructions from the crew, the driver has to report the damage to the 1<sup>st</sup> officer before he leaves the vessel. A copy of the freight damage report will be handed to the driver. A written damage notification has to be sent to the Claims Department in Hoek van Holland within 6 days of the vehicle being discharged from the vessel.

### **10. Mobile homes / caravans**

Shipment of Mobile homes / caravans is done on “owners risk”. Responsibility for damages will only be accepted if negligence by Stena Line or her partners can be proven. Stena Line accepts no responsibility for damages to wheels, axels, tyres and A-frame/triangle/tow bar, or when the damage is a direct cause of inherent vice of the unit.



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### **11. Bad weather / Act of God Clause**

Stena Line accepts no responsibility for damages caused by severe weather conditions like hail, snow, flood or storm (Act of God / Force Majeure)

### **12. Storage costs on the terminal at Hoek van Holland and Europoort**

All unaccompanied units which are shipped will be parked on the quay in Hoek van Holland or Europoort. Stena Line accepts responsibility for damages up till 3 days after arrival. After 3 days the unit will be parked on our quay on “owners risk”. Stena Line is entitled to charge storage costs after 3 days.

### **13. Assistance in case of emergency**

In case a unit needs assistance because of any defects caused outside Stena Line’s responsibility, the owner of the unit will remain fully responsible.

### **14. Damage to Landinglegs**

Compensation for damaged landinglegs will be subject to the year in which the legs were manufactured and to the quality before shipment. In any case, compensation is limited to a maximum of 75% of the replacement value.

### **15. Lodging a claim**

The formal claim must be lodged with Stena Line within 3 months of the incident. The following information is required:

- A specification of the claimed damage
- Some proof that the claimed damage was caused while the trailer was in Stena Line’s care
- Some proof with respect to the extent of the claimed damage, for example, repair notes, a detailed specification (labour and parts separated)

### **16. Liability of Stena Line**

The liability of Stena Line is defined in the terms and conditions deposited at the record-office of the district court at Rotterdam.



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### **17. Period of limitation**

One year of expiration is applicable for claims, after discharging the unit from the ship. If claims cannot be solved within one year, the claimant has the opportunity to put in a request for extension of the term of limitation. This request should be sent to Stena Line's claims department, in good time, before expiration. It is up to Stena Line whether or not the requested delay is granted. This extension can never be assumed, but has to be confirmed by Stena Line in writing before the time limit expires.