

# CLAIMS GUIDE

## REQUISITE CLAIM PERIODS

Please be aware of the following time limits for submitting a claim for consideration:

- All claims for loss or damage must be made within 30 days from the shipping date
- For shipments covered by the Money Back Guarantee, claims must be made within 14 days of the shipment date\*

## CLAIMS PROCESS

### STEP 1: REGISTER YOUR CLAIM

To register a claim, please call Customer Claims on **0344 248 0879** or email [gb.customerclaims@dhl.com](mailto:gb.customerclaims@dhl.com)

### STEP 2: CLAIM ASSIGNED TO A CLAIMS AGENT

You will be notified when your claim has been received and is being investigated. In certain instances you may be required to complete a claim form which will be forwarded to you by your claims agent. \*\* The Waybill should be referred to on all correspondence and when contacting the claims department by telephone.

### STEP 3: SUPPLY YOUR SUPPORTING DOCUMENTATION

DOCUMENTATION REQUIRED	DAMAGE	LOSS	DELAY
Pictures of damage	✓		
Pictures of ALL packaging	✓		
Proof of value† for ALL the items sent	✓	✓	
Proof of shipping / copy waybill	✓	✓	✓

Post: DHL International (UK) Ltd, Customer Claims, Cargo West, East Midlands Airport, Castle Donington, Derbyshire, DE74 2TR

Email: [gb.customerclaims@dhl.com](mailto:gb.customerclaims@dhl.com)

## CLAIM CONDITIONS

Claims are subject to the following factors:

### METHOD OF TRANSIT



UK ROAD TRANSIT



Claim for the actual cash value and shall not exceed 8.33 SDR per kilo



EUROPEAN ROAD TRANSIT



Claim for the actual cash value and shall not exceed 8.33 SDR per kilo

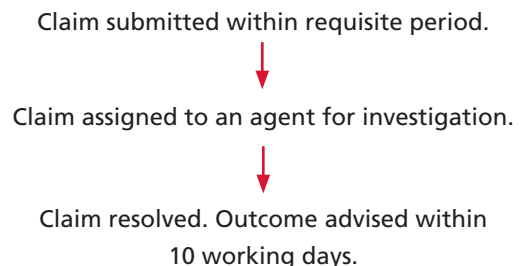


AIR TRANSIT/ NON ROAD



Claim for the actual cash value and shall not exceed 19 SDR per kilo

## LIFECYCLE OF A CLAIM



\* Please note that this only applies to services covered by the Money Back Guarantee. For details please see [dhl.co.uk/mbg](http://dhl.co.uk/mbg), or contact DHL Customer Service on 0844 248 0844. Transit times for all services are not guaranteed and, as per section 6.2 of DHL's Terms and Conditions of Carriage, do not form part of the contract. \*\* If the shipment was insured using Shipment Insurance a claim form MUST be completed. † If you are the manufacturer or supplier, the submitted proof of value should be the wholesale or manufactured cost (i.e. your cost), less VAT, where applicable.

# KEY TERMS AND CONDITIONS OF CARRIAGE

## (Sections 2 and 5 – 10)

Unless otherwise agreed, by shipping with DHL you have already accepted our Terms and Conditions of Carriage, which can be found at [dhl.co.uk/terms](https://www.dhl.co.uk/terms). Below are some Key Provisions in the Terms & Conditions of Carriage, which relate to claims.

### 2 UNACCEPTABLE SHIPMENTS

A Shipment is deemed unacceptable if:

- no customs declaration is made when required by applicable customs regulations,
- it contains counterfeit goods, animals, bullion, currency, gem stones; weapons, explosives and ammunition; human remains; illegal items, such as ivory and narcotics,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organization ("Dangerous Goods"),
- its address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,
- it contains any other item which DHL decides cannot be carried safely or legally.

### 5 SHIPMENT CHARGES AND FEES

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by DHL to confirm this calculation. Shipper, or the Receiver when DHL acts on Receiver's behalf, shall pay or reimburse DHL for all Shipment or other charges due, or Customs Duties owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's behalf. Payment of Customs Duties may be requested prior to delivery. If DHL uses its credit with the Customs Authorities or advances any Customs Duties on behalf of a Receiver who does not have an account with DHL, DHL shall be entitled to assess a fee.

### 6 DHL'S LIABILITY

6.1 DHL's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 19 Special Drawing Rights per kilogram (approximately \$US 26.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply. For cross border Shipments transported by road, DHL's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 14.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 or make its own insurance arrangements. DHL's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention.

6.2 DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL is not liable for any damages or loss caused by delay, but for certain Shipments, Shipper may be able to claim limited delay compensation under the Money Back Guarantee terms and conditions, which are available at [dhl.co.uk/mbg](https://www.dhl.co.uk/mbg).

### 7 CLAIMS

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

### 8 SHIPMENT INSURANCE

DHL may be able to arrange insurance covering the value in respect of loss of or damage to the Shipment, provided that the Shipper so instructs DHL in writing, including by completing the insurance section on the front of the waybill or by DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

### 9 CIRCUMSTANCES BEYOND DHL'S CONTROL

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL; any act or omission by a person not employed or contracted by DHL – e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" – e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

### 10 SHIPPER'S WARRANTIES AND INDEMNITIES

Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment is acceptable for transport under Section 2 above;
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL;
- Shipper has complied with all applicable customs, import, export, data protection laws, sanctions, embargos and other laws and regulations; and
- Shipper has obtained all necessary consents in relation to personal data provided to DHL including Receiver's data as may be required for transport, customs clearance and delivery, such as e-mail address and mobile phone number.

## IMPORTANT INFORMATION

(Visit [dhl.co.uk/terms](https://www.dhl.co.uk/terms) for full Terms and Conditions of Carriage)

- Please note that in almost all situations it is only the shipper that may make a claim. The "Shipper" is deemed to be the person who signed the DHL waybill and agreed to the Terms and Conditions of Carriage on your behalf and on behalf of anyone else with an interest in the Shipment. The Shipper must fill in the claim form.
- Claims for international inbound shipments to the UK will need a release of rights from the DHL origin and the Shipper before the claim can be processed in the UK (unless billed on a UK account). DHL will gain that release.
- If you are a manufacturer or a supplier, the amount of the claim should be for the wholesale or manufactured cost (i.e. your cost), **NOT** the retail value of the item.
- All damaged merchandise and packaging **MUST** be retained in the original shipping container at the receiver's location in order that DHL, or an appointed loss adjuster, may make inspection. Photographs of the above **WILL** need to be submitted to DHL by the claimant in respect to **ALL** damage claims.
- Consequential Loss: DHL shall not be liable in any event for any special, incidental, or consequential damages, including, but not limited to loss of profits, income, interest or future business, whether special, direct or indirect and even if DHL had knowledge that such damages might be incurred at any time.
- DHL reserves the right to remunerate any associated carriage charges to the claimant's DHL account, wherever applicable.

### ADDITIONAL INFORMATION FOR INSURED CLAIMS

(Visit [dhl.co.uk/service\\_options](https://www.dhl.co.uk/service_options) for Shipment Insurance details)

- Please complete the "Notification of Insurance Claim" form (cc11), ensuring that **ALL** boxes applicable to the type of claim you are making are completed. With respect to claims for partial loss or partial damage, confirmation of value **WILL** be required for the entire shipment.
- **The insurance is subject to the conditions of average.** In the event that the subject matter insured is at the time of loss greater in value than the declared insured amount, the assured shall only be entitled to recover a proportion of the said loss in proportion to the total value of the said interest.

**All "Notification of Insurance Claim" forms (cc11) need be returned to the following address within sixty (60) days from the date that DHL accepted the Shipment:**

DHL International (UK) Ltd  
Customer Claims  
Cargo West, East Midlands Airport  
Castle Donington  
Derbyshire  
DE74 2TR

Email:\*  
[gb.csinsurance@dhl.com](mailto:gb.csinsurance@dhl.com)

## FURTHER GUIDANCE

If you have any questions or would like additional guidance, please do not hesitate to contact us.

### CUSTOMER CLAIMS:

Phone: **0344 248 0879**

Email: [gb.customerclaims@dhl.com](mailto:gb.customerclaims@dhl.com)

Web: [dhl.co.uk](https://www.dhl.co.uk)

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\* Any claim form being returned by email must be a scan of the original, in the form of an attached PDF file. Please note that we cannot accept any electronic or digital signatures on the claim form. By following these instructions, you will assist us in expediting your claim. Thank you for your co-operation.