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INSTRUKCIJE ZA UGOVARAČA OSIGURANJA, OSIGURANIKA I/ILI NJEGOVOG ZASTUPNIKA ŠPEDITERA U SLUČAJU NASTANKA GUBITKA ILI ŠTETE

(Neispunjavanje ove procedure može dovesti do smanjenja ili odbijanja štete)

Ukoliko postoji gubitak, oštećenje, manjak ili neisporuka po polisi/sertifikatu osiguranja, neophodno je preuzeti sledeće mere kako bi se šteta pravilno likvidirala.

1. Postupiti na sledeći način prilikom prijema pošiljke u luci/na aerodromu/sopstvenom skladištu

- Proveriti pošiljku pre potpisivanja tovarnog lista (B/L, AWB, CMR...) ili potvrde o prijemu robe
- Ukoliko je moguće, fotografisati oštećenje ili loše slaganje kako bi se obezbedili preliminarni dokazi dok se roba još uvek nalazi u kamionu ili u kontejneru
- Proveriti da li broj koleta odgovara broju koji je naznačen na teretnici ili tovarnom listu
- Proveriti koleta vrlo pažljivo. Čak i najmanje oštećenje na ambalaži može značiti ozbiljnu štetu sadržaja – fotografisati ukoliko postoje spoljna oštećenja na koletima. Ako je moguće, odmah otvoriti koleta u prisustvu vozaara ili, ako ovo nije moguće, otvoriti koleta što je pre moguće i proveriti robu

Pošiljke u kontejnerima

- Proveriti pažljivo plombe pre uklanjanja (da li su oštećene, da li nedostaju, ima li tragova prevare)
- Proveriti da li brojevi plombi odgovaraju brojevima naznačenim na teretnici (Bill of Lading)
U slučaju da su plombe oštećene, nedostaju ili postoje naznake prevare, nije poželjno seći plombe i otvarati kontejner radi istovara. Neophodno je uraditi sledeće:
- Obavestiti pomorskog agenta/vozaara
- Obavestiti odgovarajućeg havijskog komesara u zavisnosti od mesta gde se vrši pregled (videti pod 3.)
- Fotografisati plombe i vrata kontejnera

Ukoliko je prilikom otvaranja kontejner prazan ili delimično prazan, ne treba dozvoliti da kontejner napusti mesto istovara dok havijski komesar ne pregleda kontejner.

2. Obezbeđivanje prava na subrogaciju od lica odgovornih za štetu

Dužnost je osiguranika i njegovih zastupnika da se sva prava prema vozarima, čuvarima ili trećim licima u svim slučajevima pravilno štite i ostvaruju.

NIKADA NE DAVATI ČISTE POTVRDE O PRIJEMU ROBE ZA VIDLIVA OŠTEĆENJA/MANJKOVE AMBALAŽE ILI ROBE.

Napisati primedbu na prevoznom dokumentu u vezi s oštećenjem, gubitkom, manjkom – ovo se naziva „stavljanje primedbe“.

Primedba se piše na vozarevom primerku prevoznog dokumenta i na primerku primaoca. Dovoljan je izveštaj o zajedničkom pregledu umesto primedbe na prevoznom dokumentu.

Primedba/izveštaj o zajedničkom pregledu mora sadržati sledeće podatke:

- Broj koleta koji nedostaju i/ili su oštećeni
- Tip štete (lom, vlaga, curenje...)
- Uzrok štete, ukoliko je poznat (prevrtanje, iscepana cerada, kondenzacija na zidu kontejnera...)
- Datum i potpis

Takođe treba poslati pismenu prijavu štete svim vozarima i licima koji su manipulirali pošiljkom (brodari, železnica, pošta, drumski prevoznici, drugi prevoznici, špediteri, carinske i lučke vlasti) i tražiti zajednički pregled uz poštovanje odgovarajućih vremenskih ograničenja. Prijavu štete je potrebno poslati imejлом i faksom čak i ako je primedba na transportnom dokumentu u skladu sa gornjim uputstvom. Prijava štete uvek treba da sadrži sledeću rečenicu: „Zadržavamo pravo da vam mi i/ili naš osiguravač naknadno dostavimo više pojedinih o šteti“ (eng: We reserve the right for ourselves and/or our insurance company to present a specified claim later).

Vremenska ograničenja za prijavu štete za određene vrste prevaza:

- Vidljive štete: odmah pri preuzimanju pošiljke
- Nevidljive štete: vazdušni = 14 dana, drumski/železnički = 7 dana, brodski = 3 dana

3. Odmah obavestiti osiguravača i odgovarajućeg havijskog komesara

Osiguravač: +38111/222-7867, +38111/222-7861, +38111222-7836, kontakt@generali.rs

Havijski komesari, u zavisnosti od lokacije i visine štete:

- Na teritoriji Republike Srbije za sve štete: +381 11/222-7867, +381 11/222-7861, +381 11/222-7836, kontakt@generali.rs
- Na ostalim lokacijama: <http://www.dpsurveys.com/>
- Ukoliko postoje suštinski razlozi javiti se predstavniku Lloydsa: www.lloydsagency.com umesto DP SURVEY GROUP NV

Svi odštetni zahtevi manji od 1.000,00 EUR (ili u nekoj drugoj valuti) uključujući odbitak franšize likvidiraju se na osnovu primedbe iz člana 2 i/ili kontradiktornog zapisnika koji su sastavili primalac i vozar (videti član 2), bez izveštaja o pregledu (survey report). Troškove havijskog komesara plaća ugovarač osiguranja/osiguranik/njihov predstavnik i oni čine sastavni deo odštetnog zahteva.

4. Smanjenje štete

Sprečiti dalju štetu preduzimanjem odgovarajućih mera. Oštećenom robom treba pažljivo rukovati. Odvojiti oštećenu robu od neoštećene robe. Ne uništavati oštećenu robu i ambalažu bez saglasnosti osiguravača osim ukoliko te radnje nisu u cilju smanjenja postojeće štete.

5. Ne prihvataati od vozaara ponude za nagodbu bez odobrenja osiguravača

6. Dokumentacija uz štetu

Uz odštetni zahtev podnosi se sledeća dokumentacija:

- Polisa/sertifikat (original)
- Faktura ili drugi dokument kao dokaz vrednosti i paritet (INCOTERMS)
- Otpremna specifikacija (packing list)
- Izveštaj o zajedničkom pregledu (sa vozarom ili njegovim predstavnikom) ili razlog zašto nije obavljen
- Teretnica B/L, tovarni list (MAWB/HAWB), tovarni list (CMR)/otpremnica ili neki drugi ugovor o prevozu ili skladištenju (original)
- Kopija prijave štete upućena vozarima, čuvarima ili trećim licima i njihovim odgovorima
- Izveštaj o pregledu (survey report) sa fotografijama u boji sa pripadajućom fakturom
- Cesija prava izdata u korist osiguravača, sa potpisom imaoaca prava iz ugovora o prevozu

Navedena dokumentacija je osnovna jer u zavisnosti od predmeta osiguranja, uzroka štete i drugih razloga osiguravač može zahtevati dopunu dokumentacije.

Osim pregleda i procene štete, havijski komesar nema pravo da u ime osiguravača odlučuje da li je šteta pokrivena osiguranjem. Angažovanjem havijskog komesara za njega ne nastaju prava i obaveze u pogledu rešavanja štete. Na ovu polisu/sertifikat primenjuje se srpsko pravo i praksa. Mesna nadležnost suda određuje se prema sedištu osiguravača.

INSTRUCTIONS TO THE POLICY HOLDER, INSURED AND/OR HIS REPRESENTATIVE – FREIGHT FORWARDER TO BE FOLLOWED IN CASE OF LOSS OR DAMAGE

(Failure to comply with these instructions may prejudice any claim)

When there is a loss, damage, shortage or non-delivery under the policy/certificate, certain measures must be taken to ensure a proper handling and settlement of the claim.

1. Act as follows upon receipt of a shipment at port/airport/your warehouse

- Check the consignment before signing the receipt - waybill or similar freight document (B/L, AWB, CMR...) or delivery receipt
- If possible, take photos to demonstrate the damaged condition of the goods whilst still in the truck or container, or to demonstrate bad stowage.
- Count the number of the packages and check with the number stated in the Bill of Lading or Waybill.
- Inspect the packages carefully. Note that even a slight damage on the package can mean serious damage inside – in case packages are outwardly damaged, take a photo. If possible immediately open the packages in the presence of the Carrier and if this is not possible, open the packages as soon as possible and examine the goods

When delivery is made by container:

- Check seals (whether intact/missing/evidence of tampering etc.) carefully before cutting
 - See whether Seal Number corresponds to the Bill of Lading or not
In case the Seal is found damaged/tampered and/or the Seal Number does not match with Shipping Documents or there is any other sign of foul play, please do not allow the seal to be cut and container opened for destuffing. Follow these steps:
 - Fax to the shipping agent/carrier immediately in this regard
 - Call appropriate Insurance surveyor (see 3.)
 - Take photographs of seal, door of the container
- If upon opening the seal the container is empty or partially empty, the container should not be allowed to leave your premises till the surveyor has inspected the container.

2. Secure rights of recovery from persons responsible for the damage.

It is the duty of the Assured and their Agents to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised.

NEVER GIVE A CLEAN RECEIPT IN CASE OF VISIBLE DAMAGE/SHORTAGE ON PACKAGING OR GOODS.

Make a remark in the freight documents about damage or loss - This is called 'taking an exception'.

The remark should be written on the carrier's copy of the freight document, and also be noted in receiver's own copy. Joint survey will be sufficient instead of remark in the freight document.

The remark/Joint Survey should specify:

- Number of missing and/or damaged packages
- Type of damage (broken, wet, torn contents leaked out...)
- Cause of damage, if known (package overturned, wet due to torn/damaged tarpaulin, condensation on the container wall...)
- Date and signature

Also, send a written notice of damage or loss to the all carriers and parties who handled the shipment (ship-owners, railway, post office, lorry owners, other carriers, forwarding agents, warehouses, customs and port authorities), advising them of the loss or damage and invite their inspection before termination of time limits. Notice should be sent by email as well as fax even if a remark has been made in the transport document as stated in the paragraph above. The notice of loss or damage should always contain the following paragraph: We reserve the right for ourselves and/or our insurance company to present a specified claim later. Time limits for filing a notice of damage or loss:

- Visible damage: Immediately
- Non-visible (concealed) damage: Air = 14 days, Road/rail = 7 days, Ship = 3 days

3. Immediately notice of claim must be given to Insurer and surveyor

Insurer: +381 11/222-7867, +381 11/222-7861, +381 11/222-7836, kontakt@generali.rs

Surveyor depending on location and claim:

- For every claim on the territory of Republic of Serbia: +381 11/222-7867, +381 11/222-7861, +381 11/222-7836, kontakt@generali.rs
- Other locations: <http://www.dpsurveys.com/>
- On proving substantial reasons the nearest Lloyd's agent www.lloydsagency.com may be called in instead of DP SURVEY GROUP NV

No survey report is required for any claim that does not or appears unlikely on first notification to exceed EUR 1,000 (or equivalent in any other currency) in excess of the relevant cover deductible, if any, in which case documents including exceptions are sufficient – see article 2. Survey fee is customarily paid by Policy holder/Insured/their Agent and included in valid claim against Insurer.

4. Minimize the damage

Prevent further damage by taking appropriate measures. Damaged goods should be handled with care. Separate damaged goods from sound goods. Do not destroy damaged goods and packing of goods without insurance company's acceptance unless required by measures to minimize loss or damage and to avert further loss or damage.

5. Do not accept offers of settlement from carriers without Insurers' approval.

6. Claim documents

Following documents to be attached to the claim:

- Policy/Certificate (original)
- Commercial invoice or other document to support the values & terms of sale (INCOTERMS)
- Packing list
- Joint Survey (with Carrier or his representative) report or reason why no joint survey held
- Bill of Lading, Air way-bill (MAWB/HAWB), CMR consignment note/ or other contracts of carriage or storage (original)
- Copy of Notice of Loss to Carriers, Bailees or other third parties and response(s)
- Survey Report with colour photographs and associated invoice
- Subrogation form issued in favour of the Insurer signed by the party holding rights under the contract of carriage.

This list of documentation should be viewed as a basic guide list as the items Insured, the cause of the loss or one of many other reasons the Insurer may call for other relevant correspondence/documents.

Apart from survey and assessment of damage, the surveyor has no authority to decide on behalf of the Insurer whether the damage is covered. Through the appointment of the surveyor there arises no personal right or obligation for the latter to settle claims. This Policy/Certificate is subject to Serbian law and jurisdiction. The court of jurisdiction is to be at the head offices of the Insurer.