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FREE GUIDE · FOR CARGO OWNERS, IMPORTERS, EXPORTERS AND LOGISTICS TEAMS

What Happened to Your Cargo?

Find the kind of loss you are facing. Each part says what to do first, what evidence to keep, and the cover question your insurer is likely to ask. The first few days often decide whether a claim is paid in full, reduced or refused.

In every case: the first 48 hours

1. Write clear remarks on the delivery receipt before signing, for example "3 cartons wet and crushed, subject to survey". A clean receipt is hard to undo.
2. Tell your insurer or broker in writing the same day.
3. Give written notice of loss to the carrier, and to the terminal, warehouse or forwarder if they handled the goods. Some laws allow very little time for this.
4. Photograph and film the container, door, seal and seal number, packaging, labels and goods. Record the date and place.
5. Ask whether a surveyor will be appointed. Keep the damaged goods, packing and seal until the survey is done or the insurer agrees.
6. Take reasonable steps to stop the loss getting worse, and keep the invoices for those costs.
7. Diary the time limit for action against the carrier. Use the time-bar calculator.

Find your situation

Wet or water damage

FIRST

Separate wet goods from dry ones and dry them if that is safe. Check the container roof, door seals and floor for holes or rust, and note where in the container the damage is.

EVIDENCE

Photos of water marks, the container inside and outside, any condensation on the roof, and the packing and pallets. If possible, ask the surveyor to test whether the water is salt or fresh.

COVER QUESTION

Salt or fresh water matters. Institute Cargo Clauses (A) cover water damage unless an exclusion applies. Clauses (B) cover entry of sea, lake or river water, but not rain or condensation. Clauses (C) do not cover water entry. Condensation claims are often disputed as poor packing or the nature of the goods.

Crushed, broken or dented

FIRST

Note the damage on the delivery receipt, stop unloading if more damage is likely, and photograph the stowage before anything is moved.

EVIDENCE

Photos of how the cargo was stowed and secured, the packing, any impact marks on the container, and the pallets and lashings.

COVER QUESTION

Clauses (A) generally cover handling damage. Clauses (B) and (C) pay only if a listed event caused it, such as overturning of a vehicle, collision or stranding. All three exclude loss caused by packing that was not fit for the journey.

Short-delivered or missing packages

FIRST

Count against the packing list in front of the carrier's or terminal's staff and get the shortage recorded on the delivery note. Check whether the seal number matches the bill of lading.

EVIDENCE

Tally sheets, seal numbers at loading and at delivery, weighbridge records, and the bill of lading wording (for example "said to contain").

COVER QUESTION

Where were the goods last counted? An intact seal with goods missing may point to short-loading at origin, which the insurer may treat differently from loss in transit.

Theft or pilferage

FIRST

Report the theft to the police and get a report number. Tell the carrier and the place where the goods were stored.

EVIDENCE

Police report, broken or replaced seals, photos of tampered packing, and the gaps in the count.

COVER QUESTION

Theft is generally covered under Clauses (A), but not under (B) or (C) unless the policy adds it. Check how long the goods sat in storage: cover under the 2009 Clauses normally ends at the latest 60 days after discharge from the ship.

Temperature damage (refrigerated cargo)

FIRST

Ask the carrier at once for the reefer container's temperature download, and take pulp temperatures of the goods with the surveyor present.

EVIDENCE

Set point on the booking, temperature records, pre-trip inspection, power-off periods at terminals, and the state of the goods at loading.

COVER QUESTION

Standard cargo clauses do not cover every temperature loss. Refrigerated goods usually need special clauses or an extension, for example for breakdown of the refrigerating machinery. Check your policy before assuming cover.

Contamination or odour

FIRST

Keep samples of the affected goods sealed and labelled, and stop further use or sale until they are tested.

EVIDENCE

Laboratory results, the previous cargo carried in the container if known, and the cleanliness certificate of the container or hold.

COVER QUESTION

Contamination from an outside source can be covered under Clauses (A). Damage caused by the nature of the goods themselves (inherent vice) is excluded under all three sets of clauses.

Whole shipment or container lost

FIRST

Ask the carrier in writing for a non-delivery confirmation, and tell your insurer at once. If the ship's owner declares general average, the insurer usually needs to give a guarantee before the goods are released.

EVIDENCE

Booking and tracking records, the carrier's letters, the insurance certificate and the commercial invoice.

COVER QUESTION

When did the risk pass to you under the sale terms (Incoterms), and is the shipment declared under the policy? The time limit against the carrier usually runs from the date the goods should have been delivered.

Late delivery

FIRST

Give the carrier written notice of the delay and of any loss it caused, within the period in the transport rules.

EVIDENCE

The agreed or expected delivery date, tracking records, and invoices showing the loss caused by the delay.

COVER QUESTION

Loss caused by delay is excluded under all three sets of Institute Cargo Clauses, even when the delay itself was caused by an insured event. Any claim for delay is usually against the carrier, and is often limited.

Twelve mistakes that delay settlement

1. Telling the insurer days or weeks after the loss was found.
2. Forgetting that the claim against the carrier needs its own written notice.
3. Missing the time limit for action against the carrier.
4. Throwing away, selling or repairing damaged goods before the insurer or surveyor agrees, unless it is urgent to stop more loss.

5. Signing a clean delivery receipt when damage was visible.
6. Giving the surveyor an incomplete file.
7. Claiming the invoice value when the policy values the goods differently. Check the valuation clause, freight, duty and any uplift.
8. Repairing or repacking without keeping invoices and photos.
9. Assuming every loss is covered without reading the clauses and exclusions.
10. Assuming the party paying freight bears the risk. Under CFR and CIF, risk passes once the goods are on board at the port of shipment.
11. Relying on phone calls. Confirm every instruction by email.
12. Accepting a "full and final" part payment without understanding the deductions and the effect on recovery from the carrier.

What to send your insurer

- Claim notice: what happened, when and where it was found
- Insurance certificate or policy (and the declaration, under an open cover)
- Commercial invoice and packing list
- Bill of lading, air waybill or road consignment note
- Delivery receipt with your remarks
- Photographs and video
- Your notice of loss to the carrier, and any reply
- Survey report, or the surveyor's details
- A simple claim calculation: insured value, quantity affected, salvage, deductible, amount claimed
- Invoices for costs of reducing the loss

General information on common marine cargo practice and the Institute Cargo Clauses (2009), as at November 2026. Your policy wording, the transport documents and the applicable law decide each claim. This guide is not legal advice. Meridian Claims Support is not a law firm. Contact: info@meridianclaimssupport.com · +91 83758 26276.