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Cargo damage and the claims process

What to do in the first 24 hours when cargo arrives damaged or short, and which deadlines you must not miss.

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Online interactive version: **https://ozgurkonakci.com/en/guide/cargo-claims-process/**

SHORT ANSWER

A cargo claim is a request for compensation from the carrier or the insurer for goods lost, damaged or delayed in transit. To protect your rights, record the damage on the delivery documents, give the carrier written notice within the short contractual period and bring any action before the time bar. Under CMR, for example, notice of hidden damage is due within 7 days of delivery (Sundays and public holidays excepted) and the time bar is 1 year.

What is a claim?

A **claim** is a request for compensation for goods lost, damaged or delayed in transit. It can go two ways:

- **To the carrier:** under the contract of carriage and the applicable convention (CMR, Hague-Visby, Montreal). What the carrier pays is capped by its liability limits.
- **To the insurer:** under the cargo insurance policy. After paying, the insurer **recovers** from the carrier.

The first rule is the same either way: **rights are protected by deadlines and evidence.** With damaged cargo, most losses come not from a rejected claim but from late notice, damage not recorded on the documents, or a missed time bar.

The first 24 hours at delivery

1. **Check the cargo at delivery.** Crushed, torn or wet packaging, a broken seal, missing packages? Does the container seal number match the documents?
2. **Have the damage recorded.** Write a clear, specific reservation on the CMR consignment note by road, the delivery receipt or delivery order by sea, or the delivery receipt by air: "3 cartons wet, 1 pallet crushed". Generic wording such as "received unchecked" is weak evidence.
3. **Take photos and video.** Seal, container interior, packaging and goods, with date and time.
4. **Do not discard, sell or repair the goods.** Keep the damaged goods and packaging until the survey. But take reasonable steps to stop the loss growing (for example, drying wet goods); this is the **duty to mitigate**.

5. **Notify the carrier and insurer in writing at once.** The periods below are short and often counted in days.

Notice periods and time bars

The periods depend on the mode and the applicable convention:

Mode	Apparent damage	Hidden damage	Delay	Time bar
Road (CMR)	Reservation at delivery	7 days (Sundays and public holidays excepted)	21 days	1 year (3 years for wilful misconduct)
Sea (Hague-Visby)	In writing at delivery	3 days	No separate period	1 year
Air (Montreal)	Within 14 days at the latest	Within 14 days at the latest	21 days	2 years

A few important details:

- For **total loss under CMR**, the time bar runs from the 30th day after the agreed time limit or, if none was agreed, from the 60th day after the carrier took over the goods.
- Under **Hague-Visby**, the parties may extend the time bar in writing after the cause of action arises. Asking the carrier for a **time extension** as the deadline approaches is common practice.
- Under **Montreal**, without a timely written complaint no action lies against the carrier except in case of fraud.
- The bill of lading or transport terms, national law and the insurance policy may set different periods. Work to the shortest one.

Deadline calculator

Mode	Apparent damage	Hidden damage	Delay	Time bar	Basis
Road (CMR)	At delivery, reservations on the consignment note	In writing within 7 days of delivery (Sundays and public holidays excepted)	In writing within 21 days of the goods being placed at the consignee's disposal	1 year (3 years for wilful misconduct or equivalent default); for partial loss, damage and delay it runs from delivery	CMR Arts 30 and 32
Sea (Hague-Visby)	In writing before or at the time of removal of the goods	In writing within 3 days of delivery	No separate delay notice period in the Rules; check the bill of lading terms	1 year from delivery or the date the goods should have been delivered (the parties may extend it)	Hague-Visby Rules Art. III r. 6

Mode	Apparent damage	Hidden damage	Delay	Time bar	Basis
Air (Montreal)	In writing as soon as the damage is discovered, at the latest within 14 days of receipt	In writing as soon as the damage is discovered, at the latest within 14 days of receipt	In writing within 21 days of the cargo being placed at the consignee's disposal	2 years from arrival at destination (or the date the aircraft ought to have arrived or carriage stopped)	Montreal Convention Arts 31 and 35

Periods are from the text of the international conventions; the transport document terms and the applicable national law can change the result. The calculator does not know public holidays; confirm final dates against the contract and calendar.

What goes into a claim file?

A claim file sent to a carrier or insurer usually contains:

- **Claim letter:** the incident, dates, document numbers and the amount claimed.
- **Transport document:** bill of lading, CMR consignment note or air waybill (AWB), with any reservations on it.
- **Commercial invoice and packing list:** showing value and quantity.
- **Survey report:** an independent surveyor's findings on the cause and amount of the loss.
- **Photos, seal records, temperature records** (for reefer cargo), weighbridge tickets.
- **Calculation of the loss:** repair, reconditioning or write-off, net of salvage.
- **Insurance policy or certificate** (for an insurance claim).

What the carrier pays is capped by its liability limits. You can see those limits and the uninsured gap with the calculator in the carrier liability and cargo insurance topic.

Common mistakes

- **Signing a clean delivery receipt:** not writing a reservation despite visible damage creates a presumption that the goods were delivered in good order.
- **Giving notice only by phone:** the periods require **written** notice. Email can serve as written notice; follow the address and method in the contract.
- **Not notifying the carrier while waiting for the insurer:** the insurer's recovery also depends on your timely notice.
- **Letting the time bar run during negotiations:** time keeps running while you correspond. Get a written extension or bring the action in time.
- **Disposing of the goods before the survey:** the evidence disappears.

Test yourself

1. Cargo arrived by road and broken items inside the packaging were found later. Delivery was on a Friday. Counting without Sundays, what is the last day for notice? *(Answer: 7 days excluding Sunday: Saturday, Monday–Friday, Saturday; the last day is the Saturday of the following week. Add a day for any public holiday in between.)*
2. For sea cargo, what is the notice period if the damage is not apparent? *(Answer: 3 days.)*
3. What is the time bar for an air cargo claim? *(Answer: 2 years from arrival.)*

Frequently asked questions

When must notice of damage be given under CMR?

For apparent loss or damage, reservations are made on the consignment note at delivery at the latest. For damage that is not apparent, written notice is due within 7 days of delivery (Sundays and public holidays excepted), and for delay within 21 days of the goods being placed at the consignee's disposal.

What is the notice period for sea cargo damage?

Under the Hague-Visby Rules, written notice is given before or at the time the goods are removed; if the damage is not apparent, within 3 days. Suit must be brought within 1 year of delivery or the date the goods should have been delivered.

What are the claim deadlines for air cargo?

Under the Montreal Convention, a written complaint for damage is made as soon as it is discovered and at the latest within 14 days of receipt; for delay within 21 days. The time bar is 2 years from arrival.

If the cargo is insured, do I still need to notify the carrier?

Yes. After paying, the insurer recovers from the carrier; missed notices and deadlines weaken that recovery. Insurance policies therefore usually require timely notice to the carrier.

SOURCES

CMR Convention Art. 32 (limitation) — UK legislation text — https://www.legislation.gov.uk/ukpga/1965/37/schedule/part/5/crossheading/article-32
CMR Convention Art. 30 (reservations and notice) — https://inview.nl/openCitation/id4248629d183b5a34c5f9141b9b8a7d9c/convention-on-the-contract-for-the-international-carriage-of-goods-by-road-artikel-30
Hague-Visby Rules Art. III r. 6 — Canada Marine Liability Act, Schedule 3 — https://laws-lois.justice.gc.ca/eng/acts/m-0.7/page-18.html
Montreal Convention Art. 31 (timely notice of complaints) — https://api.acts.co.za/carriage-by-air-act-1946/article_31__timely_notice_of_c.php
Montreal Convention Art. 35 (limitation of actions) — https://source.acts.co.za/carriage-by-air-act-1946/article_35__limitation_of_acti.php

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