DHL eCommerce UK

CLAIMS POLICY

CUSTOMER E-GUIDE

Whilst we aim to take care of your shipments while they are in our custody, and the vast majority of our shipments reach their destinations safely, it is unavoidable that, in some circumstances, a shipment may be lost or damaged.

This document sets out the process by which claims for the loss of, or damage to shipments are processed and investigated by DHL eCommerce UK.

MAKING A CLAIM

STEPS TO MAKING A CLAIM

Step 1

Raise your query with Customer Services. They will then direct you to the claims portal to register your claim.

You must always raise your query with Customer Services first and not directly on the claims portal.

Claims must be notified in line with the time limits detailed in section 2 “time limits”. The expected or actual delivery date counts as the first day.

Step 2

The claim will be checked to ensure all documents have been provided. If there are documents missing, these will be requested via email and will need to be provided within 5 working days of the email being sent.

Failure to provide the required documents may invalidate the claim. The issuing of a claim reference does not signify acceptance of liability.

Step 3

Upon receipt the claim will be investigated and either settled or declined.

The claims department will notify you of the decision by email.

Your account will be credited where liability is accepted, any such liability will be strictly under DHL eCommerce UK Terms and Conditions. Before submitting claims, please ensure you can provide the following required forms of evidence otherwise the claim cannot be accepted:

- Number of damaged or lost items
- Total shipment weight
- Weight of damaged or lost items
- Description of goods
- Details of damage sustained
- Retail & purchase cost of the shipment. Copies of invoices will be required
- Retail & purchase value of the lost items, if partial lost, or damaged items. Copies of invoices will be required
- Photos of the internal and external packaging, the damaged item(s) as a whole, all items if multiple item shipment, close up of the damage to the item(s) and the shipment label.
- Goods and packing to be available for inspection (damaged items only)
- Non-receipt disclaimer form (loss only)

DAMAGE CLAIM

A damage inspection report may also be required. This is necessary in the below circumstances:

- Number of damaged or lost items
- Parcel weight over 10kg
- Parcel weight under 10kg but shipment value over £100
- Parcel weight under 10kg but shipment with extended liability

To enable a damage inspection report to be completed where the damaged parcel is with the customer, a collection will be raised by the Customer Service team to collect the parcel from your customer and return to the DHL eCommerce UK delivering depot. In the event of the damaged parcel not being available for inspection the claim will be closed.

Where the parcel weight is under 10kg, a collection will be raised by the Customer Service team to return the parcel to you.

If the item(s) can be repaired, we will require proof of the repair costs. No goods should be repaired prior to written consent from the claims team.

If the damaged parcel contains dangerous or hazardous goods, the Customer Service team will request from you a data safety sheet to enable the parcel to be disposed of correctly.

In order for the claim to be processed photos are required and are captured through the damage inspection process. If your customer has provided photos of the damaged parcel, the photos should be added to the claims portal or, only where that it is not possible, emailed to the Claims department at parcelclaims_ecsuk@dhl.com. Photos must include - Photos of the internal and external packaging, the damaged item(s) as a whole, all items if multiple item shipment, close up of the damage to the item(s) and the shipment label.

All packaging and damaged items must be retained by you until the claims department have resolved the claim or you have email confirmation from the claims department that the packaging and items can be disposed of.

If the packaging and/or goods are disposed of or repaired prior to inspection, the claim will be declined. Where the reported damage is cosmetic only and the item is in full working order, a claim for damage will be rejected.

In the event liability is accepted, the items subject to claim will become the property of DHL eCommerce UK and must be handed over for the claim to be settled. We do not cover or pay out for box damage. Refer to clause 4 of our Terms & Conditions for further details.

CLAIMS POLICY

1. IMPORTANCE OF THE CLAIMS PROCESS

1.1.
Our aim is to be both reasonable and fair in dealing with the loss of or damage to shipments. Where the loss or damage is shown to be the fault of DHL eCommerce UK, it will pay compensation in line with the Terms and Conditions of carriage (the "Conditions") with respect to the standard liability framework (see clause 7.0 of the Conditions) and where you have purchased extended cover (see clause 7.0 of the Conditions).

Where the loss of, or damage to a shipment is not DHL eCommerce UK's fault, then your course of action is against the person who is at fault.

1.2.
It is therefore crucial that where a shipment is lost or damaged, it is reported to DHL eCommerce UK as quickly as possible without delay. Timely reporting allows DHL eCommerce UK to:

1.2.1.
take remedial action; and/or

1.2.2.
investigate the matter and trace the trail left by the shipment whilst recollections are fresh and the trail is still warm.

Failure to report in a timely manner will prejudice any investigation or the chances of finding your shipment(s), and may also invalidate your claim.

2. TIME LIMITS

2.1.
In accordance with the Conditions, DHL eCommerce UK will only be liable for loss or, damage to shipments if you notify us:

2.1.1.
within 14 calendar days of the date of delivery, where the proof of delivery has been signed without any endorsement to the effect that the shipment was received as damaged, or there was a shortage; or

2.1.2.
within 14 calendar days of the due date of delivery if the whole shipment has been lost; or

2.1.3.
within 14 calendar days of the date of delivery in all other cases (e.g. where there has been an endorsement of damage or shortage on the proof of delivery)

2.2.
Once the notification of the claim has been made to the Customer Services team within the time limits set out in Section 2 “Time Limits”, the claim should be registered on the claims portal with all supporting evidence required within 21 calendar days of the date of delivery.

2.3.
For the purpose of calculating the number of calendar days referred to in this paragraph 2, the first calendar day is the date of delivery in the case where the delivery has been fully or partially carried out. In the event of complete loss, the first calendar day will be the delivery due date.

2.4.
Failure to comply with the time limits set out in Section 2 “Time Limits” shall invalidate your claim and you acknowledge you will have no further recourse against DHL eCommerce UK in respect of such claim, because you recognise that there is a claims process but for whatever reason, you have not followed it.

3. NOTIFICATION

3.1.
You may notify us in respect of a claim in any of the following ways:

3.1.1.
Calling the Customer Service team;

3.1.2.
Calling the relevant Franchise Centre;

3.2.
Please note that notification on the delivery document (or proof of delivery) does not constitute valid notification. Only those set out above are valid methods.

3.3.
Upon valid notification being received, Customer Services will direct you to register the claim on the claims portal. The Claims Department shall conduct a preliminary assessment of your claim and if any of the exclusions set out in the Conditions do not apply, the Claims Department will update the status of your claim or will complete further investigation.

If, during the preliminary assessment, it is found that an exclusion(s) applies, or that the claim has been notified outside of the time limits stated Section 2 “Time Limits”, the Claims Department will write to you declining the claim and explaining why.

4. CLAIMS PORTAL

4.1.
You are advised to register the claim on the claims portal ensuring that the information you provide is accurate and truthful.

4.2.
You acknowledge that by merely advising you to register the claim on the claims portal we are simply seeking information which will help us to ascertain whether we have any liability, and if we do, whether we are partially or wholly at fault.

5. INVESTIGATION

5.1.
When a claim has been notified and while we are waiting for the claim form to be completed on the claims portal, Customer Services will commence an investigation. To aid our investigation, you acknowledge and accept that we may require in respect of all claims for loss of, or damage to shipments, whether they are relating to international deliveries or otherwise:

5.1.1.
photographic evidence of the damage; and/or

5.1.2.
a written declaration from your customer that the shipment was damaged; or

5.1.3.
in the event that your customer claims non-receipt, a completed Non-receipt of goods disclaimer form.

The form is available from our website.

5.1.4.
if you have settled the matter with your customer, a copy of the credit note provided by you to the customer, or such other evidence of settlement.

5.2.
In addition, we will also require you to substantiate a claim by providing relevant information about the shipment including:

5.2.1.
proof of value and proof of sale;

5.2.2.
estimates of repair costs; and

5.2.3.
in the case of damage, to provide both the shipment and the original packaging for inspection. For the avoidance of doubt, you must ensure that in the event of damage, that the original packaging to the shipment as well as the contents of the shipment must be preserved, maintained, and made available for inspection to determine whether the reported damage is consistent with damage sustained from transit though the DHL eCommerce UK network. Failure to retain the original packaging may render any claim invalid.

5.3.
Failure to provide any evidence and documentation which we may reasonably request may invalidate your claim in which event you accept that you have no further remedies under this Agreement.

5.4.
All claims relating to lost or damaged parcels are outside the scope of vat.

6. DECISION

6.1.
Upon receipt of evidence from you and the conclusion of our investigations into your claims, we will write to you informing you of our decision.

6.2.
Where we have ascertained that there is a degree of fault attributable to DHL eCommerce UK, we will explain firstly to what degree we consider ourselves to be liable, and pay compensation (pro-rated) in accordance with the Conditions, taking into account the degree of liability found to be attributable to DHL eCommerce UK.

6.3.
If we do not consider that there is any fault attributable to DHL eCommerce UK, we will explain to you why we have reached this conclusion.

6.4.
There may be instances that not withstanding any fault, there may be exclusions of liability which apply, for example, that you have failed to provide information upon request, which has invalidated your claim. In such an instance, we will write to you to explain more fully.

6.5.
You accept that our decisions are final. If you do not agree, you may write to the Head of Claims, DHL eCommerce UK to ask for a reconsideration of the original decision. The Head of Claims is not obliged to reconsider a decision, but shall take into account any relevant representations made by you. The Head of Claims may either uphold the decision, in which event you accept that the decision is final, or remit the decision for reconsideration, in which case the Claims Department may reconsider the claim afresh.

7. INTERNATIONAL CLAIMS

7.1.
DHL eCommerce UK provides insurance for Shipments that are compliant with the International Parcel Conditions against the risk of loss or damage, at no additional charge and independently of the liability of DHL eCommerce UK, up to its full value with a maximum of £100 (“Shipment Insurance”) per shipment when sent through the European eCommerce parcel service. For all other international shipments either CMR or Warsaw convention terms apply.

7.2.
The Sender agrees that a Shipment is deemed unacceptable and therefore excluded from transport as a prohibited shipment if

a) its gross value (including VAT) exceeds EUR 25,000 per Shipment (DHL eCommerce UK’s limits of liability shall always apply);

b) it contains precious metals, jewellery and gemstones with a purchase price of more than EUR 50 per piece, watches, objects of art, antiques, unique pieces or other articles of special value and “high risk”, cash, bank cards, negotiable instruments, postage stamps, securities, shares, bills of exchange, and has a total value of over EUR 500 per Shipment;

c) all shipments sent for delivery to the same Consignee on the same day containing goods pursuant to 7.2.b exceed a total value of EUR 500

8. PROHIBITED GOODS

Please be aware of the following restrictions on our services. Nothing set out here is intended to supersede or override the terms and conditions, which can be found at dhlecommerce.co.uk/terms-and-conditions

No shipment will be accepted for carriage which contains:

- Animals, animal parts, livestock and insects
- Antiques*
- Artwork or works of art (or similar materials)
- Assembled furniture
- Bullion
- Car body panels (including bumpers, windows & windscreens)
- Cashiers or travellers cheques
- Cigarettes (tobacco and tobacco products)
- Collectibles and memorabilia**
- Credit or debit cards
- Currency
- Drugs
- Firearms (including replicas & imitations)
- Flora
- Imitation weaponry
- Important documents (passports, tenders, share & option certificates)
- Jewellery or valuable items of wear (including occasional items of wear, designer items such as clothing, watches, shoes & handbags)
- Living organisms/body parts
- Medicines
- Money orders
- Multiple parcels strapped together
- Negotiable instruments in bearer form
- Paint
- Precious stones or metals
- Radioactive material
- Stamps
- Unprotected furniture
- Weapons, explosives and munitions
- White goods

Our transit system is not suitable for carrying shipments containing:

- Ceramics
- China
- Fossils
- Glass (including mirrors/light bulbs/glass screens)
- Paper items
- Pottery
- Stonewear
- Televisions or other electronic graphical display systems (with screen size exceeding 37 inches)
- Items which are made from, or consist of rock (whether igneous, metamorphic, sedimentary or otherwise)

We accept no liability for damage caused to the same.

Unless agreed in writing we will not cover shipments for loss containing:

- Alcoholic beverages
- Food
- Gift vouchers
- Liquids
- Plants

We accept no liability for damage caused to the same.

Antiques*

An item perceived as having value because of its aesthetic or historical significance.

An antique is an item that is collected or desirable because of its age, beauty, rarity, condition, utility, personal emotional connection, and/or other unique features.

It is an object that can represent a previous era or time period in human history.

Collectibles**

An item regarded as being of value or interest to a collector. Collectible items are not necessarily monetarily valuable or uncommon.

Memorabilia**

An item kept or collected because of their associations with memorable people or events.