

# North Sea Operators' Claims Conference (NSOCC)

NSOCC Blue Card – (5th edition)

## **GUIDELINES for the SETTLEMENT OF CLAIMS relating to Articles of Transport carried under the Carriers' Standard Condition of Carriage**

Article of Transport ("AoT") includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank and similar items used for the consolidation of goods, as well as mobile plant and timber packages.

This fifth edition of the guidelines is issued to indicate to the trade the parameters that have been agreed between Carriers and Protection & Indemnity ("P&I") Clubs over the years for the settlement of claims for damage to AoT and similar carried under the Carriers' Standard Conditions of Carriage.

### **Normal Wear and Tear and Handling Damage**

Alleged damage to AoT is frequently found, on inspection, to be fair wear and tear.

AoT are susceptible to damage despite due care being taken during loading, handling, stowing, storing and discharge, and terminal operations. Carriers shall not accept such "handling damage" as a valid claim; for example; where units are damaged but their use is not curtailed, and their Certificate for Safe Containers ("CSC") is not invalidated as detailed in current International Institute of Container Lessors ("IICL") guidelines.

### **Claims Settlement**

Simplified procedures have been adopted for settlement of claims for AoT.

### **Carriers shall not accept liability for the following:**

#### **A) Trailers and similar items**

**1) Any damage caused by the shifting of cargo within, or on, the AoT.** (Reference NSOCC Yellow Card 4<sup>th</sup> Edition dated 29 October 1999)

#### **2) Tilts & Curtains**

Except holes and tears in tilts and curtains where they are of some importance and were caused as a result of tear or chafe against external objects whilst the AoT was in custody of the carrier.

Examples of such situations, where liability shall not be accepted, are holes and tears as a result of:

- a) tearing or chafing against the framework of, or objects within, the AoT:
- b) tearing or chafing against cargo within the AoT, excessive tension in the canopy due to side boards, stanchions or cargo extending beyond the cargo loading platform.

#### **3) Bumpers, Sideguards & Cargo Lifts**

Bumpers, sideguards and cargo lifts touch ramps, bollards and other objects, any related minor damage shall be treated as fair wear and tear unless they are fully retracted and secured prior to presentation for shipment.

#### **4) Buffer blocks**

Buffer blocks fitted to protect AoT and AoT equipment from damage are subject to fair wear and tear due to frequent contact with hard objects.

#### **5) TIR Wires, Eyelets & Curtain Buckles**

TIR wires, eyelets and side curtain buckles are in excess of the width of the AoT and are subject to damage in normal use. All damage to these and other such items shall be considered fair wear and tear.

#### **6) Tyres**

Damage to tyres, or punctures, caused to sidewalls by contact with loose equipment on board ship. Where accepted, the claim will be apportioned at a maximum of:

- A in respect of new tyres (not less than 13mm of tread still remaining) – 75% of established claim;
- B in respect of all other tyres – 50% of established claim

However, no liability shall be accepted for any tyre with a tread area below 4mm or where tread peels away from the tyres.

#### **7) Spare wheel Carriers**

Spare wheel carriers are often positioned close to the ground and damage shall be considered as inherently occurring due to the location of the spare wheel carrier.

#### **8) Wheel rims**

All damage to wheel rims.

#### **9) Air Suspension Bags**

Except where it can be clearly established that the damage occurred whilst in the custody of the carrier.

#### **10) Mudguards and Anti-spray Equipment**

Mudguards and anti-spray equipment are vulnerable to contact with external objects and damage shall be considered fair wear and tear.

#### **11) Side Board & Door Hinges and Locks**

Side board and door hinges and locks wear out due to normal handling and corrosion.

#### **12) Lamps, Lenses and Reflectors**

Lamps, lenses and reflectors are items that can be detached and interchanged between AoT.

#### **13) Landing Legs**

Except where landing legs are bent to such an extent that their correct operation is prohibited. Where damage is accepted, claim settled shall be on the basis of 25% depreciation.

#### **14) Landing Leg Stays**

Except where bent by external impact to such an extent that they are no longer able to serve their intended purpose.

#### **15) Landing Leg Wheels and Feet**

Any damage to these items in view of their function, and the heavy stress to which they are regularly subjected.

#### **16) Side Boards and AoT Superstructures**

Chafing, denting, splitting of side boards or AoT superstructures is specifically excluded. Other claims in respect of these items may be accepted.

#### **17) Sliding Door & Roof Systems**

Except where damage occurs by external impact and causes the system to malfunction. Where damage is accepted, claim settlement will be on the basis of depreciated value.

#### **18) Aluminium and other light weight constructions**

Except frame and sub-frame damage caused by external impact occurring whilst the AoT was in the custody of the carrier.

#### **B) Tank Containers**

- 1) Dents, scratches, etc in outer casing, panels, framework, corner posts and castings where the normal operation of the unit is not impeded;
- 2) malfunction of temperatures gauges, valve covers, box lids etc;
- 3) damage to ladders and walkways which does not affect their ability to be used safely;
- 4) temperature settings or the malfunction of thermostats, heating and/or refrigeration units;
- 5) any damage to overlenght or overwidth parts of units that are outside the standard dimensions of the ISO frame.

All claims in relation to tank containers shall be subject to the right of inspection of the damage and sight of paid repair bills and shall be related to the age depreciation basis.

#### **C) Refrigerated and Temperature Controlled Units**

Frame, sub-frame and outer cladding damage is excluded except, where the damage is caused by impact occurring whilst the unit was in the custody of the carrier

#### **D) Decals and Logos**

Except for the replacement of decals and logos in the immediate damage area.

#### **E) Loose Equipment**

Loss of or damage to loose equipment, such as but not limited to spare tyres, winding handles, brake couplings, tools, etc.

#### **Valid Claim**

Where any of the above items A2 – D form part of a larger valid claim for damage, then exception from the limitations specified above may be given due consideration.

#### **Liability Apportionment**

In the event of loss of or damage to material that is beyond economical repair, the claim for loss or damage shall be apportioned accordingly.

Attention is drawn to the Carriers' Standard Conditions of Carriage and nothing contained in these guidelines shall be construed as a waiver or surrender of any of the Carriers' rights and/or defences. The Carriers shall not undertake any greater liability or responsibility than exists under those Standard Conditions.

Lübeck, Germany

29 September 1999

Andrew Weir Shipping Ltd  
DFDS Tor Line AB  
Euroafrica Shipping Lines  
Nor- Cargo A/S  
Poseidon Schifffahrt AG  
Scandilines A/S

Cobelfret Ferries NV  
DFDS Transport A/S  
Finncarriers Oy Ab  
Nor-Cargo Ltd  
Royal Arctic Lines  
Wallenius Wilhelmsen Lines AB