

## Claim Presentation

In case of absence, loss, damage or loss of condition of the cargo, the shipper or consignee of the air waybill must present a written complaint to the air carrier. This claim can be sent by completing the form available on the website ([www.latamcargo.com](http://www.latamcargo.com)), e-mail, postal mail or presented in person:

### Types of claims

#### 1. Preliminary Claim:

Through the Preliminary Claim, the consignee will notify the local cargo office of the problems in relation to the issuance of the air waybill (AWB). This office will direct the claim to the corresponding Claims Department, and it will be considered as a "preliminary notification" (aeronautical protest) that will be filed and supported.

The Claims Department will be notified of the problem but will not initiate any action and will not deliver a response to the client until the preliminary claim is formalized through a "Formal Claim" because it could be a momentary or apparent situation that later becomes resolved, without major consequences.

After having presented the Preliminary Claim, if the client deems it necessary to request a "Formal Claim" given the circumstances, they can do so.

#### 2. Formal Claim:

Upon receipt of a "Formal Complaint", the Claims Department will initiate a case evaluation process, as appropriate. The Claims Department will contact the client and request documentation, if necessary, otherwise it will send an acknowledgment letter. This communication will be sent within the next five days from the date of receipt of the claim.

\*In the case of Colombia, the preliminary claim is understood as a formal claim.

## Background

The Formal Claim must include the following:

- Formal letter on company letterhead explaining the situation in detail.
- Amount of the claim, if any, and the way in which said amount was calculated.
- Supporting claim documents (as applicable)
  - a. Copy of the Master Air Waybill (MAWB) and Houses (HAWB).
  - b. Commercial invoice.
  - c. Packing list.
  - d. Inspection (According to the country and / or competent authority).
  - e. Certificate of Destruction (if applicable).
  - f. Sale Settlement \*.
  - g. Subrogation of Rights.
  - h. Existence of insurance involved.
  - i. Any document related to the expedition that serves as proof or support.

\* In the event that the merchandise is liquidated in the market at lower costs due to damage caused to the cargo.

Depending on the type of claim and whether it corresponds to international or national freight transport, the documents listed in the following links must be provided [International claim required documents](#) and [Domestic claim required documents](#)

## Deadlines for submission and response

The time that must elapse between the claimed event and the formal presentation of the claim for the Claims Department to proceed with its management, varies depending on the cause of the claim. This means that claims are subject to deadlines for submission.

The person with the right to deliver the cargo must submit her claim within the time limits indicated below:

In cases of visible damage to the cargo immediately after having discovered the damage within 14 calendar days, counted from the moment of cargo reception.

In cases of other damages within 14 calendar days, counted from the moment of cargo reception.

In cases of loss of condition within 21 calendar days from the date the cargo was placed at the disposal of the person entitled to receive the cargo.

In cases of non-delivery within 120 calendar days, counted from the date of issuance of the air waybill and in case an air waybill has not been issued, from the date the cargo was received for transport by the air carrier.

In the case of domestic cargo transport in Colombia, the protest must be made in the act of delivery and receipt of the thing transported.

On the other hand, LATAM Cargo undertakes to respond to your requests according to the following Response Times, which depend on the type of cargo claimed and the total amount claimed.

## **General considerations**

The liability of the air carrier is limited to the provisions of the Warsaw, The Hague or Montreal Convention (as applicable) and the carrier's Contract of Carriage and/or to the applicable national regulations for the transport of domestic cargo.

According to these treaties that regulate the transport of air cargo, the carrier will not be responsible for damages due to:

- A. The nature of the cargo, defects, quality, or inherent vice of the merchandise.
- B. Defective packaging of the merchandise, carried out by a person other than the carrier, one of its dependents or agents.
- C. Act of God or force majeure (including, but not limited to, an act of war or an armed conflict).

If you need additional information, please contact the nearest commercial office.