

DSV Protect terms and conditions

DSV Protect is an optional added value service provided by DSV as part of your transport. It protects you in case of loss or damage to your cargo. DSV Protect provides indemnity up to a prescribed maximum amount (without any sub-limitation of liability and on first loss basis), subject to terms outlined below.

Risks

We will indemnify you for loss of or damage to your cargo whilst in our care, custody or control. The maximum amount we will pay is in accordance with the DSV Protect service launched for your specific country and transport mode.

Exclusions

We will not indemnify you for:-

1. Loss, damage or expense attributable to your wilful misconduct
2. Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the cargo
3. Loss, damage or expense caused by insufficiency or unsuitability of packing or preparation of the cargo to withstand the ordinary incidents of the transit
4. Loss, damage or expense caused by inherent vice or nature of the cargo
5. Loss, damage or expense caused by delay
6. Damage or expense caused by insolvency or financial default of the owners, managers, charterers or operators of the vessel
7. Loss, damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
8. Loss, damage or expense resulting from temperature variation directly attributable to mechanical breakdown unless the period of mechanical breakdown exceeds 12 consecutive hours.
9. Loss, damage or expense directly or indirectly caused by or arising from any chemical, biological, bio-chemical, or electromagnetic weapon.
10. Loss, damage or expense directly or indirectly caused by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
11. Loss, damage or expense arising from
 - a. unseaworthiness of vessel or craft or unfitness of vessel or craft for the safe carriage of the cargo, where you are privy to such unseaworthiness or unfitness, at the time the cargo is loaded
 - b. unfitness of container or conveyance for the safe carriage of the cargo, where you are privy to such unfitness at the time of loading.
12. Loss, damage or expense caused by
 - a. war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
 - b. capture, seizure, arrest, restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat
 - c. derelict mines, torpedoes, bombs or other derelict weapons of war.
13. Loss, damage or expense
 - a. caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
 - b. resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
 - c. caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted
 - d. caused by any person acting from a political, ideological or religious motive.

Law and practice

Any dispute regarding DSV Protect is subject to Danish Law and subject to jurisdiction in Copenhagen, Denmark.

Notice of claim must be given to DSV with no undue delay. We request that you report claims to us as per below;

Visible damage - Must be reported immediately, and no later than 5 days (excluding Saturdays, Sundays and Public Holidays) after delivery.

The delivery document, i.e. POD (Bill of lading, airwaybill, CMR document or the like) must be remarked with visible loss &/or damage

Non-visible damage - Must be reported immediately, and no later than 7 days after the delivery date.

In case of late reporting, the claim might be rejected and it will be the obligation of the customer to prove that damage happened while cargo was in our custody.