

CARGO LOSS & DAMAGE CLAIM

Review the information on the reverse before completing this form.

<p><u>FAX TO:</u></p> <p>(905) 672-4185</p> <p>866 613-3337 A COPY BY MAIL.</p>	<p><u>MAIL TO:</u></p> <p>6390 Northwest Dr Building B Suite 12 Mississauga, Ontario, Canada L4V 1S1</p>
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<p>CLAIMANT'S CORRESPONDENCE ADDRESS: <i>Claimant's Name (Please Print)</i></p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City State Zip</p> <p>_____</p> <p>Phone # Fax #</p> <p>_____</p>	<p>MAKE CHECK PAYABLE TO (REMIT TO): <i>Claimant (Please Print)</i></p> <p>_____</p> <p>Address</p> <p>_____</p> <p>City State Zip</p> <p>_____</p> <p>Your Reference # or Claim #</p> <p>_____</p>
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CLAIM AMOUNT	\$	CLAIM FOR	<input type="checkbox"/> Shortage	<input type="checkbox"/> Damage	<input type="checkbox"/> Other	(specify):
SHIPPER				CONSIGNEE		
ORIGIN				DESTINATION		
ROADWAY PRO NO. (IF UNKNOWN, ATTACH A COPY OF THE BILL OF LADING)				PICKUP DATE		

BRIEFLY DESCRIBE WHAT THE CLAIM REPRESENTS AND HOW THE CLAIM AMOUNT WAS CALCULATED.

IF THE CLAIM INVOLVES DAMAGED GOODS, PLEASE CHECK ONE OR MORE OF THE FOLLOWING:

Damaged goods can be repaired for approximately \$ _____

Damaged goods can be used "as is" for an allowance of \$ _____

Damaged goods are available for carrier pickup.

Damaged goods are unavailable (please explain): _____

TO AVOID DELAY IN PROCESSING YOUR CLAIM, PLEASE ATTACH THE APPROPRIATE DOCUMENTATION:

Vendor's invoice showing price of lost or damaged goods (including final page)

Consignee's copy of the freight bill bearing loss or damage notations.

Itemized repair bill, if applicable.

Inspection Report, if available.



CLAIMANT'S SIGNATURE	
PRINT SIGNATURE	DATE

The following provisions of the Bill of Lading and National Motor Freight Classification are furnished to assist claimant in determining:

- When to file a claim.
- With whom the claim must be filed.
- How to file the claim.

Bill of Lading Contract Terms and Conditions

Section 3(b)

As a condition precedent to recovery, claims must be filed in writing with *one* of the following:

- Receiving or delivering carrier.
- Carrier issuing the bill of lading.
- Carrier on whose line the loss, damage, injury, or delay occurred.
- Carrier in possession of the property when the loss, damage, injury, or delay occurred.

Such claims must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery to the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

Suits for loss, damage, injury, or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

National Motor Freight Classification

Filing of Claims (300105)

- a. Claims in writing required. A claim for loss or damage to baggage or for loss, damage, injury, or delay to cargo will not be voluntarily paid by a carrier unless filed in writing, as provided in subparagraph (b) below, with the receiving or delivering carrier, or carrier issuing the bill of lading, receipt ticket, or baggage check, or carrier on whose line the alleged loss, damage, injury, or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.
- b. Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the baggage or shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or other contract of carriage.
- c. Bad order reports, appraisal report of damage, notations of exceptions on freight bills or other documents, inspection reports issued by carrier inspectors or inspection agencies, tracers, or inspection requests do not comply with claim filing requirements.

Documents Required in Support of Claims (300110)

- a. A written demand for payment, asserting carrier liability for alleged loss, damage, injury, or delay and containing facts sufficient to identify the shipment or shipments involved will constitute a claim, regardless of form, and will be required.
- b. When claimant does not appear from the supporting documents to be an interested party, carrier will require any

necessary written assignment or other proof to determine the claimant is the proper party to receive any claim payment.

- c. Claim must be supported by either the original invoice; a photographic copy of the original invoice; an exact copy thereof, or an extract therefrom, certified by the claimant or his authorized representative to be true and correct with respect to the property involved in the claim and reflecting all trade or other discounts, allowances, or deductions of any nature. When the original invoice is not submitted, such document must be made available for inspection by carrier representative upon request.
- d. When determined by the carrier to be a necessary part of the investigation, the following will be required:
 1. The original freight bill and bill of lading or other contract of carriage. When claimant cannot furnish these documents, carrier may require suitable indemnity from the claimant.
 2. When the property involved in the claim has not been invoiced to the consignee or where invoice does not show price or value, or where the property has not been sold but transferred at bookkeeping values only, or where property has been shipped on consignment or approval, documentation to establish destination value in the quantity shipped and certification of the correctness thereof.
 3. In order to establish the full recoverable loss caused by the carriers, the original account of sale, showing the date of sale and the amounts realized on the damaged and undamaged portions, respectively, showing grade, brands, quality, variety, size, and condition, together with any deductions, allowances, and commissions, or a copy thereof certified correct over the signature of the claimant or an authorized representative thereof.
 4. When shipment has received prior transportation and is reshipped from a distribution or warehousing point but has been opened and examined and contents verified as being in undamaged condition, certification thereof must be made by a person having actual knowledge of such inspection and a statement to that effect incorporated in such certification.
 5. When an asserted claim for loss of an entire package or on an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved, a certified statement in writing that the property for which the claim is filed has not been received from any source.

Note: Shipments originating in Canada are subject to the Canadian Bill of Lading Contract Terms and Conditions.

Canadian Bill of Lading—Conditions of Carriage

Notice of Claim

- a. No carrier is liable for loss, damage, or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination, and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage, or delay is given in writing to the originating carrier or the delivering carrier within sixty days after delivery of the goods or, in the case of failure to make delivery, within nine months from the date of shipment.
- b. The final statement of the claim must be filed within nine months from the date of shipment together with a copy of the paid freight bill.

Declared Valuations

Maximum liability shall not exceed \$4.41 per kilogram (\$2.00 per pound) computed on the total weight of the shipment unless declared valuation states otherwise (Section III, Items 9–10).