



FREIGHT LOSS AND DAMAGE CLAIMS INFORMATION & PROCEDURE

YOUR SATISFACTION & BUSINESS IS OUR #1 PRIORITY

Crossdock realizes that a lost or damaged shipment causes inconveniences to you and your customers. We regret the conditions/circumstances that have led you to file a claim and we will make every attempt to settle your claim efficiently and effectively. You can help by meeting the outlined requirements for filing the claim.

Time Limits:

The Highway Traffic Act- Carriage of Goods specifies that the claim must be received in writing by the carrier within 60 days after the delivery of the goods or property that is damaged with full payment of the freight charges in order to prevent time bar declinations.

In the event of non-delivery of the entire shipment, the claim must be received by the carrier within 9 months from the date of pick up.

Claims filed promptly allow investigations to take place while facts are reasonably "fresh". Filing a claim against the carrier WILL protect any rights you have under the Bill of Lading. Claims must be submitted by the party responsible for the freight charges and shall be a minimum of \$50.00.

The following documentation must accompany the claim package

1. A Statement, letter or email in writing advising Crossdock of the pending claim, outlining the type of claim and amount being claimed.
2. A copy of the signed delivery receipt or bill of lading with exceptions noted. (Photos whenever possible)
3. A copy of the **manufacturer's/supplier** invoice outlining your cost of the lost or damaged freight or a copy of the repair invoice/quote

Note: GST, PST, HST or any federal/state/provincial taxes are **not applicable** on freight claims and therefore will not be paid

Claims where information is vague and/or not supported with the required document can cause delays in investigations and settlement.



Mitigation of Loss:

Please **do not refuse to accept a shipment** because it is damaged or partially short; when practical, the shipment should be accepted, and all necessary steps should be taken minimize the loss. The claim value shall represent the **replacement cost** of the short goods, or the repair costs of damaged goods.

All discrepancies must be clearly identified directly on the bill of lading or delivery receipt; indicate a count and be specific, such as "3 boxes on top row crushed" and ensure the driver initials the exceptions. A notation of "Subject to inspection" is not verification of damage being in existence at the time of delivery. Such notations are considered vague and will be handled as a concealed damage claim.

Whenever possible take photos of the damaged freight and send along with your claim package

If claim is for **missing goods**, please provide a description of the goods, such item #'s to help identify the goods should they have been miss-placed or delivered to the incorrect consignee.

Any discrepancies discovered upon unpacking or uncrating are considered concealed and not covered under carrier liability.

Concealed damage or loss:

If concealed loss or damage is discovered, the burden of proof falls on the shipper and/or the consignee. The shipper and/or consignee must prove that the damage was caused by the carrier, not other parties that handled the goods.

Additional Factors to be considered when dealing with concealed damages or loss.

- Adequacy of the packaging
- Movement before picking up and/or after delivery
- Nature of the goods being shipped (fragility)



Limit of Liability

Crossdock's limit of liability is based on the following (Excerpt from our Standard Terms & Conditions)

6i Subject to paragraph (j), the amount of any loss or damage for which the carrier is liable, whether or not such loss or damage results from negligence, is to be computed on the basis of the value of the Property (goods) at the place and time of shipment (**including the freight and other related charges if paid**) unless a lower value has been represented in writing by the Shipper or has been agreed on between the parties to the bill of lading, or is determined by the classification or tariff on which the rates is based, in any of which events such lower value is the amount that governs the computation of the maximum liability of the carrier.

j. The amount of any loss or damage computed under paragraph i) must not **exceed \$2 per pound (\$4.41 per kilogram)**, computed on the total weight of the lost or damaged shipment, unless a higher value is declared on the face of the bill of lading by the Shipper.

Salvage:

Legally, as the owner of the freight, the consignee must do what he/she can to keep the loss to a minimum. The consignee can reduce the loss by keeping damaged freight for a discounted price or having the goods repaired. Reducing the loss will expedite the settlement of the claim.

Salvage must be retained until investigations are completed. If disposition is required, you must advise Crossdock and obtain written authorization from Crossdock authorized representative.

Failure to retain the damaged freight will result in the claim being declined.

We hope this summary has been of help to you. Please allow 30-90 days for investigation and processing. A reminder that freight charges must be paid in full and any settlement will be reflected on your statement of account.