

How Do I File a Claim?

All claims must be submitted using mail service options that provide confirmation of delivery.

Who Can File A Claim?

Only the shipper, the consignee, or a third party to the shipment may file a claim. The file will be opened under whichever party is first to submit the claim request.

Which Carrier Do I File A Claim With?

You must file your claim with the origin or destination carrier or with the carrier on whose line the shortage or damage occurred.

What is the Time Limit to File A Claim?

Notice of Intent to Claim or partial short must be filed **in writing** within sixty (15) days from the date of delivery of the goods, or in the case of non-delivery (shipment is all short) within nine (9) months from the date of shipment. The final claim must then be filed within nine (9) months from the date of shipment.

What Documents Are Required to File A Claim?

Detailed claim form, including the invoice/pro number, indicating the party that is filing the claim, the reasons for the claim and how the amount claimed was determined.

- Copy of the bill of lading.
- Copy of the signed delivery receipt with noted shortage or damage.
- Copy of the supplier's invoice or proof of manufacturing cost to establish the value of the shipment.
- Copy of the invoice for repair parts and labour (if applicable).
- Copy of the inspection report (if applicable).
- Pictures (if applicable).

CONTRACT EXPRESS LIMITED. requires all of the above information to complete the claims process. If the submitted claim does not include all the above documentation, CONTRACT EXPRESS LIMITED. will make one request in writing for the missing information. Once this request has been issued by CONTRACT EXPRESS LIMITED., you will have 30 days to submit the necessary records or the claim will be considered closed.

What is CONTRACT EXPRESS LIMITED. Liable For?

CONTRACT EXPRESS LIMITED. shall not be liable for loss or damage to a shipment unless there is proof of carrier negligence causing loss or damage. The liability of CONTRACT EXPRESS LIMITED. is limited to the lesser amount of either:

1. The value of the goods
2. The cost of repairs, including replacement parts and labour; or,
3. Carrier's maximum liability of \$2/lb based on the total (actual) weight of the shipment on Canada originating shipments; or,
4. The value declared on the Bill of Lading.

Value of goods represents the claimant's cost of goods, not retail or invoiced price. To substantiate this, the claimant is required to submit their supplier's invoice or manufacturing cost.

There is a maximum liability on labor rates to repair goods of \$25/hr.

On US originating shipments, the carrier's maximum liability is \$5/lb based on the weight of the actual item lost or damaged

Notes:

Commodities of personal effects and/or used goods move with a maximum liability of \$0.10cents/lb based on the total (actual) weight of the shipment. This policy will supersede any declared valuation that is noted on the original bill of lading.

Commodities of glass crated or otherwise move with a maximum liability of \$0.10cents/lb based on the total (actual) weight of the shipment. This policy will supersede any declared valuation that is noted on the original bill of lading.

Commodities of granite, marble or stone in dimensions greater than 12" X 12" X 2" tiles move with a maximum liability of \$0.10cents/lb based on the total (actual) weight of the shipment. This policy will supersede any declared valuation that is noted on the original bill of lading.

All existing tariff and shipping regulations related to your product must be followed.

Minimum packaging requirements are outlined in the following two publications:

- National Motor Freight Classification (NMFC)
- Hazardous Materials Regulations of the Department of Transportation

All CONTRACT EXPRESS LIMITED. claims are adjudicated using NMFC packaging guidelines.

In addition, please be advised that the carrier is not liable for goods shipped at Owners Risk of Damage, Shipper's Load and Count and/ or not properly packaged or crated. For additional packaging information [click here](#).

*** GST / HST is not paid on cargo claims.**

What is CONTRACT EXPRESS LIMITED. Policy Regarding Concealed Loss or Damage?

CONTRACT EXPRESS LIMITED. does not pay claims associated with concealed loss or damage.

What Is CONTRACT EXPRESS LIMITED.' Maximum Liability?

If the shipment originates in Canada, the Bill of Lading states that a carrier's maximum liability for any shortage or damage claims is at \$2.00 per pound or \$4.41 per kilogram, based on the total weight of the shipment.

For example, if the total weight of the shipment is 100 lbs. and the claim is for \$500.00, a carrier's maximum liability is \$200.00 (\$2.00/lb x 100 lbs)

If the shipment originates in the U.S, the Bill of Lading states that a carrier's maximum liability for any shortage or damage claims is at \$5.00 per pound or \$11.03 per kilogram, based on the weight of the item lost or damaged.

Does CONTRACT EXPRESS LIMITED. liability change when shipments are stored at our service facilities?

CONTRACT EXPRESS LIMITED. liability reduces to \$0.50cents/lb on all freight held in our facilities after 48 hours.

What is Declared Value?

The shipper has an opportunity to declare a value on the shipment. If a value is declared on the Bill of Lading, the maximum liability is increased in the event that a claim is *honored*. **A declared value is not insurance; it simply increases the liability of the carrier.** For example, if the total weight of the shipment is 100 lbs. and the claim is for \$500.00, and there is a declared value of \$500.00 on the bill of lading, a carrier's maximum liability is \$500.00.

Additional fees may be incurred to move a shipment with Declared Value.

What Is Visible Damage or Shortage?

Visible damage or shortage indicates the damage or shortage was noticeable at the time of the delivery. Any discrepancies regarding shipments must be noted on the delivery receipt with the driver present. Be specific and accurate when describing the discrepancy.

For example, do not use general terms such as "box damaged". Specify details such as "fender scratched and dented" or "2 cases of bolts missing".

Note: Notations such as "Subject to Inspection" and "Possible Shortage/Damage" are NOT damage or shortage notations. These notations will not be accepted as a damage or shortage notation should you file a claim.

What Are Inspections?

Inspections are completed on any shipments where there is a discrepancy, specifically damages. It is important to retain the shipment and its packaging in the same condition that they were in when the damage was discovered. **It is also the responsibility of the customer to keep the damaged shipment and the packaging until the claim has been settled and disposition has been advised of.**

Note: All inspections are done objectively. An inspection report does not constitute an admission of liability, filing of Notice of Intent to Claim, or filing of the Claim.

What Happens with the Salvage?

Legally, as the owner of the freight, you must do what you can to minimize the loss. Once liability has been established, you can reduce the loss by keeping the damaged freight for a discounted price (an allowance) or have the goods repaired. Reducing the loss will expedite settlement of your claim.

If a carrier is liable for damages to a shipment and compensates the claimant, the carrier is entitled to the possession of the product for salvage purposes. If the damaged freight is not available, the claim is considered invalid and the carrier is not obligated to compensate the claimant.

In the event the claimant requires the salvageable product to be destroyed they must notify the carrier of this in writing. Upon such notification, the product will be destroyed however, the carrier reserves the right to reduce the claim payment by an amount equal to the value of the salvage from the destroyed product.

What About my Freight Charges?

Freight charges on the original shipment are due and must always be paid before we can settle your claim. CONTRACT EXPRESS LIMITED. requires the Replacement shipment probill number, for the replacement charges to be paid out and added to the initial freight claim.

Note: The replacement shipment must move with CONTRACT EXPRESS LIMITED.

How Long Is the Claims Process and Investigation?

Quick Claim Settlement

Upon receipt of a claim, CONTRACT EXPRESS LIMITED. will acknowledge receipt of the claim and attempt to settle it within 4-6 weeks. If we require additional information, we will notify the claimant immediately.

If another carrier is involved in the movement of this shipment, the claim's investigation may take longer.

Generally, an interline claim settlement takes approximately 12 weeks for settlement.

CONTRACT EXPRESS LIMITED. realizes that a lost or damaged shipment causes inconvenience to you and your customers. Investigation of some claims may take longer for several reasons; however, we will endeavor to settle your claim quickly and efficiently.

How Do I Appeal A Claim Decision?

If you have new information related to your claim that you feel may impact the original claim decision you can contact your Claims Specialist, usually found on your letter indicating final disposition of your claim.

Otherwise you may resubmit your claim.