



## CUSTOMER CLAIMS PROCEDURE – November 27 2018

*By following the instructions below, your claims can be handled quickly and efficiently by Canadian Alliance Terminals Inc.*

We are constantly attempting to improve our freight handling techniques so as to minimize the possibility of shortage or damage occurring to your freight either while in transit or stored in our facilities.

However, in the event that you are involved with a 'claim', we have prepared the following guidelines to assist you in helping us resolve it. If you follow these guidelines, your claim will be processed with a minimum of delay.

### INSPECT & COUNT FREIGHT UPON PICK UP OR DELIVERY:

When freight is dispatched or arrives at the consignee, it should be counted and inspected thoroughly and compared to the details on the bill of lading prior to signing either the Pick Up BOL or the Proof of Delivery (POD). If there are any shortages or damages, make sure they are described in full on either the Pick Up BOL or the Proof of Delivery (POD). DO NOT sign as 'Subject to Inspection' or 'Cartons Open', as this does not describe the freight damage or shortage.

### 2. CONCEALED DAMAGES / SHORTAGES:

If the cartons/cases appear to be in good condition, but upon opening you find concealed damages/shortages to the contents, contact Canadian Alliance Terminals within 24 hours. If contents are damaged, please request that an inspection of the freight be performed and make sure that all packaging material is retained until the inspection has been completed.

### 3. 45-DAY TIME LIMIT FOR FILING CLAIMS:

If your freight picked up or delivered has been identified to either be short shipped or damaged, you have 45 days from the date of delivery to notify us of your claim. This notification must be in writing. An Inspection Report or a notification of the 'Proof of Delivery' does not constitute notice of a claim.

Note: Claims related to shipper or consignee fines, delays or performance failures will not be reimbursable and will be denied.



#### 4. SUBMITTING CLAIMS:

When submitting a claim, please ensure the following documents are included:

- a) Canadian Alliance Cargo Loss & Damage Claim Form - July 2018
- b) All documents outlined in the Cargo Loss & Damage Claim Form - July 2018
- c) Applicable Freight or Warehouse invoices must be paid in full prior to payment of a claim

#### 5. RETAIN DAMAGED GOODS:

All damaged goods must be retained at the consignee until the claim is settled. Failure to retain damaged freight could result in claim denial. If possible, a salvage credit should be applied against the claim.

#### 6. WHAT CANADIAN ALLIANCE TERMINALS WILL DO:

Once we have received your claim, we will issue a Claim Acknowledgment for all claims. (Please keep this form handy for future reference when inquiring about your claim). We will then investigate and advise you within 45 days from receipt of claim.

#### 7. LIABILITIES

Transport Freight Claims - The legal liability of Canadian Alliance Terminals when acting as a Carrier shall be limited to the lesser of: (a) the value of the Goods at the place and time of shipment; or (b) \$2.00 Canadian per pound of weight for the particular Good or Goods that have been lost, damaged, or destroyed. Any used items will be shipped at owner's risk with no claims liability.

Warehouse & Storage Claims - The legal liability of Canadian Alliance Terminals Inc when acting as a Storer or Warehouse shall be strictly limited to the lesser of the monetary amount of the damage incurred or 100 times the monthly storage rate on any one package or stored unit with the contents (or, in cases where the Storer's or Warehouse's charges are calculated for other than actual storage, maximum \$50.00 per unit) unless the Depositor specifically requests in the advance of the commencement agreement a higher limit in writing and declares an excess value, in which case the Storer or Warehouse may, at its option, accept liability and assess an additional charge to the monthly storage or other applicable rate.

Note: For complete details please refer to the Canadian Alliance Terminals Terms & Conditions located at [www.canadianalliance.ca/resources](http://www.canadianalliance.ca/resources)