



1929 Hancock Drive • Bismarck, ND 58502-4030
Phone (701)222-8498 • Fax (701)222-8538

Claim Filing Requirements

The following is information that your business will need to know before filing a freight claim with CrossCountry Courier, Inc. Please read thoroughly and keep copies of all paperwork and correspondence for your records.

CrossCountry Courier recognizes three forms of freight claim issues:

- **Visible Damage** occurs when damage to a product is apparent at the time of delivery and the damage has been written on the CrossCountry delivery receipt or other accompanying paperwork retained by the driver.
- **Concealed Damage** occurs when damage is not apparent until the product is unpacked; or when damage is discovered after the freight has been delivered and signed for as received in good order by consignee.
- **Shortage** occurs when you did not receive all the items sent to you by the shipper.

For damage claims, you have the responsibility to keep all cartons, fillers and contents in the same condition they were in when damage was discovered. A representative of CrossCountry may request an on-site inspection of your claim. Pictures to substantiate burden of proof are strongly encouraged. Freight charges may be included in the claim amount. *No claims will be paid until the freight charges have been paid.* CrossCountry reserves the right to determine whether or not to reimburse these charges.

Claims Filed for Visible Damage. We will work with your business on a justified settlement.

Claims for visible damage must be filed in writing within **9 months** from the date of delivery. The claimant holds the responsibility to accept delivery and seek to mitigate the damage (repair, discounted sales, etc.) as much as possible provided that the goods are not considered valueless.

Claims Filed for Concealed Damage. CrossCountry will research the probable cause of damage. We will negotiate a settlement ranging from no CrossCountry Courier liability up to maximum liability settlement of \$50, as detailed on the CrossCountry Courier bill of lading.

If the freight is considered concealed damage, you have **15 days** from the date of delivery to file a claim. The claimant has the responsibility to prove that the freight was in good condition at the time it was tendered to the carrier; that at destination the carrier failed to deliver the good in the same condition, and that the claimant incurred economic injury amounting to a specific sum of money.

Claims Filed for Shortage. Shortages must be noted on the delivery receipt and an exact description of which item is short should be stated. The delivery driver must verify the shortage. If not verified at the time of delivery, claims will not be paid. Please report shortages to CrossCountry as soon as possible.

If notation of shortage is stated, your claim must be filed in writing within **9 months** from the date of delivery. The claimant has the responsibility to prove that the Shipper did in fact tender the missing item to CrossCountry and that it was never received by the Consignee.

The following information must be completed and included when filing the claim:

- **Loss or Damage Claim Form:** showing the names of the shipper and consignee, indicating claimant, the value of the damaged merchandise and how the amount of the claim was determined.
- **Copy of CrossCountry Bill of Lading:** proof that CrossCountry Courier transported the freight.
- **Invoice Copy:** establishing your cost of the freight damaged and/or an invoice for repairs to restore your merchandise to its original condition.



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Notice for Claimant

Claimants are requested to make use of CrossCountry Courier, Inc.'s Loss and Damage Claim Form when filing claims with the carrier. Claims for shipments originating from another carrier must be filed with the originating carrier. Claims for shipments picked up by CrossCountry Courier, Inc. must be filed directly with the Claims Department at CrossCountry Courier, Inc. The claim will be acknowledged within 30 days of receipt of the information and documents requested in the Claim Filing Requirements section have, as far as possible, been supplied. Please contact a Customer Relations Associate for information about filing your freight claim.

Before filing a freight claim, the following important information regarding claims should be given careful consideration:

1. The terms under which freight is accepted and transported by CrossCountry Courier, Inc. are stated in the terms and conditions on the back of the Bill of Lading issued by the carrier; and are also mentioned in service guides, tariffs, scheduled, rate circulars or classifications issued or subscribed to by the carrier. Persons intending to file claims should, before doing so, examine the terms and conditions under which the freight was accepted and transported by the carrier. Final settlement of your freight claim will be determined by these documents.
2. CrossCountry Courier, Inc. and their agents are bound by the provisions of common law, and any deviation therefore by the payment of claims before the facts and measure of legal liability are established will render them, as the claimants, liable to fines and penalties by law.
3. In order that CrossCountry Courier, Inc. may have opportunity to inspect goods and thereby properly verify claims, any loss or damage discovered after delivery should be reported to the carrier immediately upon discovery. Please see limitation for Claims filed for Concealed Damage.
4. It is common practice for manufactures and others to ship large quantities of freight to their customers for warehousing and later distribution. In many instances, the original container is not opened and the contents examined before reshipment to final destination. When this practice is followed, it is impossible to determine after delivery to final destination whether loss or damage of concealed nature occurred before or after reshipping. Consignee can expedite settlement of any future claim by securing initial shipper and warehouses cooperation in supplying information regarding the condition of the freight at the time of shipment and original delivery to warehouse.
5. Under the provisions of Part II of the Interstate Commerce Act, it is unlawful for a carrier to charge, demand, collect, or receive any greater, less, or different compensation for the transportation of freight than the rates and charges named in tariffs lawfully on file. To refund or remit in any manner or by any device, any portion of the rates and charges so specified through the payment of fraudulent, fictitious, or excessive claims for loss or damage to merchandise is as much a violation of common law as is a direct concession or departure from the published rates and charges.

Claimant's attention is also directed to the following important quote from Section 222(c) of Part II of the Interstate Commerce Act: "Any person, whether carrier, shipper, consignee, or broker, or any officer, employee, agent, or representative thereof, who shall knowingly offer, grant or give, or solicit, accept, or receive any rebate, concession, or discrimination in violation of any provision of this part, or who by means of any false statement or representation, or by the use of any false or fictitious bill, bill of lading, receipt, voucher, roll, account, claim, certificate, affidavit, deposition, lease, or bill of sale, or by any other means or device, shall knowingly and willfully assist, suffer, or permit any person or persons, natural or artificial, to obtain transportation of passengers or property subject to this part for less than the applicable rate, fare, or charge, or who shall knowingly and willfully by any such means or otherwise fraudulently seek evade or defeat regulation as in this part provided for motor carriers or brokers, shall be deemed guilty of a misdemeanor and upon conviction thereof be fined not more than \$500.00 for the first offense and not more than \$2000.00 for any subsequent offense."