

# Standard Form for Loss & Damage Claims

## CONTACT DETAILS

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province/State: \_\_\_\_\_ Postal Code/Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_

## CLAIM DETAILS

Date: \_\_\_\_\_ Delivery Date: \_\_\_\_\_

Commodity Type: \_\_\_\_\_

Claimant: \_\_\_\_\_ Delivering Carrier: \_\_\_\_\_

PO Number: \_\_\_\_\_ Vendor Name: \_\_\_\_\_

Carrier's Pro Number: \_\_\_\_\_ Focus Reference Number: \_\_\_\_\_

Controlled Label: Y / N Name of Label: \_\_\_\_\_

Note: On controlled label goods where no salvage is available claim will be declined on that basis

**Please accept this intent to claim \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ CDN.**

This product was: Short / Damaged  
(Circle one)

Item Number	Quantity	Description	Cost		Total

**Total Claim:** \_\_\_\_\_

### Valuation Clauses:

A carriers liability is restricted to \$2.00 /lb when no declared value is on the bill of lading at the time of shipping. A carrier is liable only for the value of goods at the time of shipping. A carrier is not liable for overhead expenses, loss profits, administration fees, taxes. etc.

# Standard Form for Loss & Damage Claims (continued)

## INTENT TO CLAIM

Please provide a detailed statement showing how amount claimed has been determined (id. Number and description of articles nature and extend of Loss/Damage, invoice price per unit, etc.).

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Disposition of Goods:

Please advise if & when goods can be salvaged or if they are to be destroyed.

\_\_\_\_\_  
\_\_\_\_\_

**PLEASE NOTE:** in order to process this claim, the following documents must be submitted with this form:

- Signed Proof of Delivery
- Supplier Invoice
- Inspection Report

*Claims submitted without this information cannot be processed.*

Signature of Claimant: \_\_\_\_\_ Date: \_\_\_\_\_

Email all information to: **Focus West Logistics Claims Department at Admin@focuswestlogistics.ca**

### Valuation Clauses:

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# Freight Claims

Unfortunately, damage or loss to freight occasionally occurs. In order to minimize the inconvenience and cost to you, we have outlined the following information to assist in filing claims and to let you know what to expect.

Our goal is to respond quickly to claims filed and to process them in a timely manner. Canadian Law partially dictates the claims procedure as well as what documents are required. Your efforts to follow these guidelines will greatly speed up the entire process.

## HOW TO FILE A CLAIM:

1. All claims or notices of intent to claim must be filed in writing. They should be mailed, or e-mailed to the below, please note invoice must be paid in full before claim can be processed.  
  
**Focus West Logistics Ltd.**  
Claims Department  
180-9347, 200A Street.  
  
Langley, BC V1M 0B3  
  
**E-mail:**  
Admin@focuswestlogistics.ca
2. Claims must be filed promptly and are subject to legal time limits from the date of delivery. A claim filed for damage or partial shortage must be filed within 60 days, while a claim for the entire loss of a shipment must be filed within 9 months.
3. Claims must be supported by the following documents:
  - A written statement of loss or damage indicating pieces and values
  - A copy of the original bill of lading or probill where the goods were signed for short or damaged
  - A copy of the original supplier's invoice as proof of the value of the shipment and/or a copy of the supplier's invoice for repairs or replacement parts if applicable
  - Invoice showing freight bill has been paid, to be able to being processing claim.
4. Salvage must be kept by the claimant until the carrier's liability has been established.
5. Damages or shortages must be explicitly noted on the carrier's receipt copy of the bill of lading or probill at time of delivery. Failure to do so makes it very difficult to find liability with the carrier.
6. When damage is concealed, notice must be given within 24 hours of receipt of shipment. When concealed damage is realized, stop unpacking and notify us immediately to request an inspection. It is very important to discontinue unpacking as well as retaining all packaging for inspection. When an inspection report is completed, it does not substitute the written claim, nor does it indicate carrier liability.
7. Shipments are to be checked according to the carrier's probill, not the shipper's packing slips. Carriers are not liable for goods said to be in any unopened or damaged container. If a bill of lading is signed for as "Shipper's load and count" or "X skids said to contain X cartons" this means that the shipper has agreed that the driver/carrier did not have an opportunity to count the number of packages and is thus not liable for shortages. If you want the driver/carrier to sign for the number of cartons, it is the shipper's responsibility to ensure this occurs; you must communicate these instructions to your shipper and make the driver/carrier aware when he arrives to pick up your shipment.
8. Under law, the liability for a shipment may be severely limited in today's unregulated environment. If the shipper indicates a declared value on the bill of lading, the liability may be raised but there will also be an additional charge for the increased valuation. To protect yourself, we recommend that you purchase separate insurance. Please call our Sales Team for further information on insurance.
9. Claimed amounts are limited to the value of the goods at the time and place of shipment. Country of origin rules apply.
10. Carriers have no liability for goods shipped at "Owner's risk".
11. Carriers have no liability for goods not properly packaged or crated. These types of claims should be filed with your supplier.