



Loss & Damage Claim

Claimant - Account No.

NAME

COMPANY (IF APPLICABLE)

ADDRESS

CITY PROVINCE Postal Code

TELEPHONE: --

Your Reference Number (OPTIONAL) _____

Location of Damaged Shipment (IF APPLICABLE)

CONTACT PERSON

COMPANY (IF APPLICABLE)

ADDRESS

CITY PROVINCE Postal Code

TELEPHONE: --

Retain all damaged freight and packaging until claim finalized

Sender

NAME

COMPANY (IF APPLICABLE)

ADDRESS

CITY PROVINCE Postal Code

TELEPHONE: --

Receiver

CONTACT PERSON

COMPANY (IF APPLICABLE)

ADDRESS

CITY PROVINCE Postal Code

TELEPHONE: --

Reason for Claim

- Lost Parcel(s)
- Damaged Parcel(s)
- Item(s) Lost From Damaged Parcel(s)

Amount Claimed \$ _____

Our Trace Reference Number

Description of Goods ➤ * PIN No./ Parcel Identification Number(s) _____
 Date Shipment Sent ____/____/____

Provide Brief Description (EXAMPLE: COLOUR/WEIGHT/DIMENSIONS/MANUFACTURER/MODEL/SERIAL NO./PART NO.). Enclose Sketch Or Photo.

SHIPPING CHARGES: When claiming a refund of shipping charges, you must attach a copy of Purolator's Billing Invoice and proof of payment with your claim. You must submit the following with your claim(s) :

1. A copy of the original Purolator Bill of Lading or Manifest (obtain from sender).
2. A copy of the original Cost Invoice verifying the claimed amount. This invoice should indicate the actual breakdown of costs claimed. These costs should reflect only your wholesale/manufacture's costs and should not include retail markup/profit.
3. A copy of Damaged Inspection Report (if applicable).
4. A copy of the Repair Bill (if applicable).
5. Any other relevant supporting documentation.

MAIL completed form and supporting documentation to:
 Purolator, National Claims Office,
 1234 Main St. 7th Floor Moncton, NB E1C 1H5
 TELEPHONE : 1-800-461-0540 FAX : 1-800-447-6933
 E-MAIL : claims@purolator.com

ONE NUMBER CONNECTS YOU TO PUROLATOR SERVICES

PUROLATOR	1 888 SHIP-123
www.purolator.com	

I hereby certify that all information on this form is true.

Claimant's Signature _____ Date _____

Ce document existe aussi en français.

TERMS AND CONDITIONS OF CARRIAGE

1. SERVICES

All services provided by Purolator, including those provided through agents, are subject to and governed by these Terms and Conditions and the terms and conditions contained in the Bill of Lading, and will be billed in accordance with Purolator's specified rates. Any reference to "Bill of Lading" in these Terms and Conditions includes any shipping document, label, waybill, manifest or similar instrument used by Purolator in the provision of its courier services.

In the event of an inconsistency between these Terms and Conditions and the terms and conditions contained in the Bill of Lading, these Terms and Conditions will govern to the extent of such inconsistency.

Type of damage /loss Type of shipment	Concealed damage	Damage evident upon delivery	Loss/Failure to deliver
All except international air shipments	21 days from delivery	60 days from delivery	9 months from date of shipment
International air shipments	14 days from delivery	14 days from delivery	90 days from date of shipment

2. PAYMENT

Non-account customers shall pay for courier services at the time services are requested or, if charges are invoiced by Purolator, in accordance with the terms of the applicable invoice. Account customers shall pay for courier services within fourteen (14) calendar days from the date of invoice or in accordance with their courier services agreement. In the event the customer fails to pay an invoice in full, when due, interest may be charged at the rate of 1.5% per month (with an effective rate of 19.6% per annum), on all outstanding amounts. This is in addition to any legal rights and remedies available to Purolator.

3. NOTICE OF CLAIM FOR LOSS OR DAMAGE

(a) Loss or Damage Claims

Purolator will not process any claim for loss of or damage to any shipment unless notice thereof setting out the particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss or damage is given to Purolator in writing within the following prescribed time limits, failing which Purolator will have no liability in respect of the shipment.

In cases where the Convention does not apply, the final statement of claim must be filed within nine (9) months from the date of shipment together with a copy of the Bill of Lading.

The right to damages of any kind against Purolator shall be extinguished unless an action is brought within two (2) years from the date on which the shipment should have been delivered, or from the date on which carriage stopped.

Excluding refund requests made in respect of Guaranteed Services, all claims must be submitted in writing with the Bill of Lading number and supporting documentation to:

Purolator Courier Ltd.
National Claims Department
1234 Main Street, 7th Floor
Moncton, New Brunswick E1C 1H5
e-mail: claims@purolator.com
Facsimile: 1-800-447-6933

Call 1 888 SHIP-123 for further information on the options available for filing a claim and the supporting documentation required.

(b) Request a Refund for Guaranteed Services

To obtain a refund or credit for transportation charges where applicable in accordance with Purolator's service guarantee(s), customers should call the telephone number on their invoice or 1 888 SHIP-123 and be ready to provide their Bill of Lading number. Claims for Guaranteed Services must be received by Purolator within forty-five (45) calendar days after acceptance of the shipment for carriage, failing which the guarantee shall be void.

4. **DAMAGE INSPECTIONS**

Purolator retains the right to inspect any shipment that is the subject of a damage claim. If, at the time the damage claim is submitted, Purolator requests that the customer retain the shipment and packaging for inspection, the customer shall retain the shipment and packaging for inspection by Purolator for a period of thirty (30) days. Failure to retain the shipment and packaging for inspection may result in the claim being denied.

5. **MAXIMUM LIABILITY**

IF NOT GOVERNED BY THE CONVENTION (AS DEFINED UNDER "APPLICABLE LAW"), THE AMOUNT OF ANY LOSS OR DAMAGE FOR WHICH PUROLATOR MAY BE LIABLE, WHETHER OR NOT THE LOSS OR DAMAGE RESULTS FROM NEGLIGENCE, GROSS NEGLIGENCE OR A FAILURE TO PERFORM THE CONTRACT, SHALL NOT EXCEED CDN \$4.41 PER KILOGRAM (OR CDN \$2.00 PER POUND) COMPUTED ON THE TOTAL WEIGHT OF THE SHIPMENT, UNLESS A VALUE (FOR PUROLATOR LIABILITY PURPOSES) IS DECLARED IN THE APPROPRIATE BOX ON THE FACE OF THE BILL OF LADING, OR, IN THE CASE OF SHIPMENTS TENDERED VIA PUROLATOR'S AUTOMATED SHIPPING SOFTWARE OR PUROLATOR ONLINE SHIPPING, IN THE APPROPRIATE USER ENTRY FIELD, IN WHICH CASE PUROLATOR'S MAXIMUM LIABILITY SHALL BE THE AMOUNT OF THE DECLARED VALUE. THE MAXIMUM VALUE THAT MAY BE DECLARED (FOR PUROLATOR LIABILITY PURPOSES) IN RESPECT OF ANY SHIPMENT IS CDN \$5,000.00. THE PORTION OF ANY DECLARED VALUE IN EXCESS OF CDN \$5,000.00 IS VOID AND OF NO FORCE OR EFFECT.

THE CUSTOMER AGREES AS A SPECIAL AGREEMENT WITH RESPECT TO ALL SHIPMENTS THAT, REGARDLESS OF WHETHER OR NOT THE CONVENTION APPLIES AND NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS, THE AMOUNT OF ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF EARNINGS OR PROFITS, RESULTING IN ANY MANNER, WHETHER OR NOT FROM NEGLIGENCE OR GROSS NEGLIGENCE, FROM LOSS OF OR DAMAGE TO THE GOODS AND/OR MISDELIVERY, FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE GOODS, FOR WHICH PUROLATOR MAY BE LIABLE TO THE CUSTOMER/SHIPPER, OWNER, RECEIVER AND/OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE MAXIMUM LIABILITY

OF PUROLATOR SET OUT ABOVE. UNDER NO CIRCUMSTANCES SHALL PUROLATOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.

6. **DELAY**

Purolator is not responsible for the consequences (direct or indirect) of a failure to deliver a shipment by a stipulated time.

7. **LOSS OF PERSONAL INFORMATION**

Purolator's liability for loss of personal information (i.e., information about an identifiable individual) contained in any shipment is limited in accordance with the limitations on liability contained in these Terms and Conditions (see "Maximum Liability").

8. **VALUATION OF CLAIM FOR LOSS OR DAMAGE**

Regardless of the weight of the shipment or any declared value for carriage entered on the Bill of Lading, Purolator's maximum liability for loss of or damage to a shipment shall not exceed the lesser of: (a) Purolator's maximum liability set out in these Terms and Conditions; (b) the market value of the goods; (c) the replacement cost of the goods; and (d) the cost of repairing the goods.

9. **DEFINITION OF SHIPMENT**

A "shipment" constitutes one or more packages sent on the same date and at the same time from one shipper to one receiver at one address.

10. **EVENTS BEYOND PUROLATOR'S CONTROL**

Purolator shall not be liable to refund or credit transportation charges, or for any loss, damage, delay, non-delivery, misdelivery or failure to deliver, caused by events beyond Purolator's control, including, but not limited to, any act, default or omission of the shipper, owner, receiver or any party having an interest in the shipment, defects or inherent vice in the shipment, inadequate or incorrect markings or address on the Bill of Lading, acts of God, perils of the air, weather conditions, mechanical delays, disruptions in air or ground transportation networks, acts of public enemies, quarantine, war, strikes or other labour disruptions, terrorism, riots or civil commotion, acts of public authorities (including customs or health officials) with actual or apparent authority or shipments requiring extraordinary handling, documentation or routing.

SHIPMENT AND PACKAGING

1. *RIGHT OF INSPECTION*

Purolator reserves the right to open and inspect any package tendered to it for transportation.

2. *REFUSAL OF PACKAGES*

Purolator reserves the right to refuse any package which, in the sole and unfettered judgement of Purolator, may soil, taint, or otherwise damage other merchandise or equipment, or which is economically or operationally impractical to transport, or which is improperly packed or wrapped. For further information on packaging requirements see "Package Acceptance Policy".

3. *HEAVY WEIGHT SERVICE*

Purolator may accept shipments that exceed the maximum shipment weight limitations herein, provided that Heavy Weight Service has been pre-arranged by calling 1 888 SHIP-123. It is the shipper's responsibility to advise the receiver of a Heavy Weight shipment that assistance moving the shipment at the receiving end will be required to effect delivery. (Please Note: Special Handling Charges may apply over 70 pounds - see "Ancillary Charges")

4. *SHIPPING RESTRICTIONS*

- (a) Purolator does not offer collect shipment services, whether domestic, U.S. or International.
- (b) Purolator does not provide service to post office boxes.
- (c) Purolator will accept certain Dangerous Goods provided they comply with all applicable legislation and these Terms and Conditions.
- (d) Purolator will accept firearms for transportation within Canada using Purolator's COS service, provided certain conditions are met. Please contact 1 888 SHIP-123 for details on shipping these items.
- (e) Fragile items such as glass and ceramics are not compatible with Purolator's high speed sorting and handling process. Any shipments accepted into Purolator's distribution system that contain fragile items must travel at shipper's risk (see "At Shipper's Risk").

- (f) Purolator does not accept any shipment prohibited by law.
- (g) Except by special arrangement, Purolator does not provide temperature controlled services. Any shipments requiring temperature control that are accepted into the Purolator distribution system must travel at shipper's risk (see "At Shipper's Risk").
- (h) Purolator will only accept packages shipped in compliance with its Package Acceptance Policy (see "Package Acceptance Policy").
- (i) Shipments not packaged and/or tendered in accordance with these Terms and Conditions must travel at shipper's risk.

5. *ALTERNATE MODES OF TRANSPORTATION*

Purolator reserves the right to substitute alternate modes of transportation for that selected by the customer. Notwithstanding the foregoing, in the event the customer fails to indicate a mode of transportation on the Bill of Lading, Purolator reserves the right to transport the shipment by the fastest mode of transportation available and customer acknowledges that charges based on such mode of transportation shall be levied and agrees to pay same. Any exercise by Purolator of these rights shall in no way affect the maximum liability of Purolator stated in these Terms and Conditions (see "Maximum Liability").

6. *SUBCONTRACTORS*

Purolator reserves the right to use subcontractors for the purpose of completing delivery of any shipment to a destination point that is deemed by Purolator to be remote or is not serviced directly by Purolator. Any exercise by Purolator of this right shall in no way affect the maximum liability of Purolator stated in these Terms and Conditions (see "Maximum Liability").

7. *DELIVERY*

Purolator will deliver the shipment to the delivery address indicated on the Bill of Lading. Purolator is not required to deliver the shipment to any particular person, whether or not specifically identified on the Bill of Lading.

8. *PROHIBITED SHIPMENTS: DOMESTIC DESTINATIONS*

The following items will not be accepted by Purolator for shipment within Canada:

- (a) Human remains in any form.
- (b) Live animals, birds and insects.
- (c) Live plants and cut flowers.
- (d) Cash, coins or other securities negotiable without endorsement such as bearer bonds, gift certificates, etc.
- (e) Fish, seafood, meat and poultry (fresh or frozen).
- (f) Items longer than 8 feet for AIR shipments and 10 feet for GROUND shipments.
- (g) Tobacco or alcohol shipments, extra-provincial (i.e. between provinces).
- (h) Dangerous Goods included in the following classes and/or divisions: Class 1 (except Class 1.4S); Class 2.3; Class 4.3, Packing Group 1; Class 5.2; and Regulated Wastes.
- (i) Drugs prohibited by law.

U.S. DESTINATIONS

The following items in addition to those listed above under the heading "Prohibited Shipments-Domestic Destinations" will not be accepted for shipping to, from or within the United States (US):

- (a) The following articles when shipped as personal effects or otherwise:
 - (i) Cuban products.
 - (ii) Drugs prohibited by law, including aspirin containing codeine.
 - (iii) Furs, fur clothing, fur-trimmed clothing.
 - (iv) Jewelry, gold or any other precious metals (other than costume jewelry).
- (b) Dangerous Goods included in any of the following classes and/or divisions: Class 1; Class 2.3; Class 4 (any division); Class 5 (any division); Regulated Wastes and any Dangerous Goods which are not prepared in accordance with the ICAO Technical Instructions/IATA Regulations.
- (c) Shipments of alcohol, including samples.
- (d) Weapons (and parts thereof) and ammunition.

OTHER INTERNATIONAL DESTINATIONS

Restricted items vary by country. For further information, please call 1 888 SHIP-123 to speak to a customer service agent.

9. *"AT SHIPPER'S RISK"*

The following shipments are not well suited to Purolator's distribution and sorting systems and are subject to a high risk of damage. For these reasons, these shipments will be accepted for carriage, but only at shipper's risk (i.e. Purolator shall not be liable and will not accept claims for any loss that may be sustained due to the loss, damage or delay in the shipment):

- (a) Glass, ceramics and other similarly fragile items.
- (b) Liquids.
- (c) Items requiring temperature control.
- (d) Confectionery products such as potato chips, chocolate, pastries and baked goods.
- (e) Privately packaged items (e.g. items not in manufacturer's original packaging).
- (f) Items not packaged in accordance with Purolator's Package Acceptance Policy.
- (g) Artwork.
- (h) Antiques.
- (i) Those items that are prohibited but which are tendered to Purolator and accepted for carriage.

"At shipper's risk" shipments accepted into Purolator's distribution system must travel on a "no-value" basis (i.e. the maximum liability of Purolator outlined under Maximum Liability can not be increased by the customer, including instances where a higher value (for Purolator liability purposes) is declared in the appropriate box on the face of the Bill of Lading, or, in the case of shipments tendered via Purolator's Automated Shipping Software or Purolator Online Shipping, in the appropriate user entry fields.