

## **American Linehaul Cargo Claims Procedure**

### **1. Notification**

- Notice of Intent to File letters are not requested, required or considered necessary.

### **2. Bill of lading notation**

- Shortages and or damage must be noted on the American Linehaul contract by the consignee at time of recovery. No notations after recovery are in breach of contract and will not be honored as viable.
- Receipt of the shipment by the Consignee or their Agent without notation of exception or OS&D notation on the American Linehaul housebill by the recovering party at time of recovery will be prima facie evidence that the shipment was released from our custody free of shortage or damages. See Item 3c of terms and conditions.

### **3. Concealed loss or damage**

- Per Item 3c of our Terms and Conditions, American Linehaul does not participate in claims for concealed loss or damage.

### **4. Transportation charges**

- No claim will be entertained until all transportation charges have been paid in full.

### **5. Claim amount**

- Claims cannot be deducted from freight charges owed. Doing so is considered a breach of contract.

### **6. Inspection**

- If necessary, American Linehaul will arrange for an inspection of damaged freight as soon as practical following notification and if notations of exception have been written on the destination copy of our contract (see above under Bill of Lading) and if the declared value of the shipment warrants the inspection.

### **7. Filing a claim**

- All claims must be submitted on your letterhead or your claim form and, at a minimum, must be supported by the following:
  - ✓ Copy of the American Linehaul pro
  - ✓ Copy of the shipper's house bill
  - ✓ Copy of the delivery receipt or receipt of refusal
  - ✓ Copy of original receipt of purchase
  - ✓ Copy of receipt of repair or replacement

- ✓ Documentation supporting the weight of the claimed portion of the shipment
- ✓ A copy of the repair invoice or a statement from a certified repair technician as to why the goods cannot be repaired
- ✓ Photos of inner and outer packaging and damaged item(s)

#### **8. Claims from third parties**

- If you are not the beneficial owner of the goods that were shipped, you must provide either:
  - ✓ Proof of payment to the beneficial owner of the goods, or,
  - ✓ Written authorization for American Linehaul to pay any settlement amount directly to the owner of the goods.

#### **9. Time limitation**

- Claims must be tendered in full not later than 364 days from date of tender and be submitted in writing to [claims@americanlc.com](mailto:claims@americanlc.com) or via our website, [www.americanlc.com](http://www.americanlc.com)
- American Linehaul will respond via email within 30 days of receipt of claim with settlement offer, denial or request for further documentation.

NOTE: Only a principal of the company, AMERICAN LINEHAUL, is able to make any exception to these procedures.