



CLAIM FILING PROCEDURE

SUBMIT ALL CLAIMS TO BRIAN KURTZ TRUCKING LTD. (BKT) TO THE ATTENTION OF THE SAFETY DEPARTMENT TO: Email: safety@kurtztrucking.com Fax: (519) 836-9396

1. All claims or intents to claim must be made in writing to our company.
2. The following documents must accompany the claim:
 - a) Original supplier's invoice showing itemized value of the shipment.
 - b) Proof of payment of freight charges. (Any and all outstanding freight invoices are to be paid in full before a claim will be considered).
 - c) Original bill of lading noting damaged or missing product.
 - d) Final proof of delivery
 - e) Itemized invoice outlining loss or damage to the shipment
 - f) Photographs (digital) of damaged goods (if applicable) – BKT drivers are equipped with a camera to document the damage – please advise him/her immediately.
3. **Damages or Shortages** must be explicitly noted on BKT's proof of delivery when such delivery is made. **The following notations are not acceptable and will not entitle you to file a claim.**
 - a) Subjection to inspection
 - b) Possible Shortage
 - c) Possible Damage
4. **Concealed Damage** claims must be reported without delay to the carrier. When concealed damage is noted, stop unpacking, notify BKT immediately and request inspection. Continued unpacking of the shipment could disqualify your claim. Packaging must be retained for inspection by BKT.
5. **Time limit for Filing Claim**
 - a) Written Intent to Claim should be filed with Brian Kurtz Trucking within 15 days. Forward written intention to safety@kurtztrucking.com.
 - b) Damage claims must be filed within 60 days of delivery
 - c) Shortage claims must be filed as follows:
 - i. Part of shipment lost----within 60 days
 - ii. Complete shipment lost---within 90 days
6. **Valuation Causes:**
 - a) Brian Kurtz Trucking liability is restricted to the lesser of \$2.00/lb or actual value of the shipment.
 - b) When a declared value is noted, the amount is based on the value at the time of shipping, up to the value declared, providing proper invoices are supplied to verify this value.
7. Brian Kurtz Trucking is liable only for the value of the goods at time of shipping. BKT is not liable for overhead expenses, lost profits, administration fees, etc.
8. Shipments must be checked against bill of lading, not the packing slip.
9. Brian Kurtz Trucking is not liable for goods shipped at "Owner's Risk of Damages" or for goods not properly crated or packaged. This type of claim should be filed with your supplier.
10. The customer must retain damaged goods until such time as their claim is settled. The goods will then be made available to BKT for salvage purposes.

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