

# AIR FREIGHT CLAIM

We apologize that our handling of your shipment has made it necessary for you to submit a claim. The purpose of this document is to provide customers and agents with a guide to claim processing. **PLEASE COMPLETE IN FULL. PROMPT RETURN OF THIS FORM IS ESSENTIAL IN PROCESSING YOUR CLAIM.**

## GENERAL INFORMATION

The rules governing air carriage are not particular to one air Carrier but apply to airlines throughout the world. Carriage by air is subject to a Contract that is to say in accordance with the Conditions shown on the Airwaybill and detailed in the Carrier's General Conditions of Carriage for Cargo. Generally, the consignor has the right to claim against the first carrier and the consignee against the final carrier. Either the consignee or the consignor can claim against a carrier. The consignee and the consignor have equal rights of claim but only one claim can be considered in relation to each contract of carriage as is evidenced by the airwaybill. The consignor or consignee named on the master Airwaybill is the only person entitled to claim.

**NOTE:** The issuing agent acts only as the AGENT of the carrier and is NOT the person entitled to claim unless authorized to do so in writing by the consignee or consignor

A written intent to claim must be filed within the following times as specified:

For Damage (by the consignee): 15 days for shipments within Canada. 14 days for international shipments.

For Delay: Within 21 days of receiving the goods.

For Loss: Within 120 days from the date of the air waybill for international shipments.

A formal claim must be filed within 120 days for domestic shipments, and 2 years for international shipments.

**Please note that all outstanding transportation charges must first be paid before any claim can be considered.**

Air Canada's liability may be limited if the goods were not insured or if the shipper did not declare a value for carriage.

Domestic Shipments: \$1.10 per kilo but not less than \$50.00

International Shipments: 17 Special Drawing Rights per kilo (19 SDR/kg effective 01 January 2010)

## REFUND POLICY EFFECTIVE 03 AUGUST 2009

AC EXPEDAIR: Weight and valuation charges per piece are reduced to the AC Priority rate when a shipment is not available for retrieval within the products commitment or does not travel on the originally booked flight.

AC PRIORITY / AC DGR (PRIORITY) / AC COOL – Domestic and Transborder: Weight and valuation charges are reduced to the AC Air Freight rate when a shipment is not available for retrieval within the products commitment or does not travel on the originally booked flight

AC PRIORITY / AC DGR (PRIORITY) / AC COOL – International: 25% of weight and valuation charges are refunded when a shipment is not available for retrieval within the products commitment or does not travel on the originally booked flight

AC AIR FREIGHT / AC COMPASSION / AC LIVE / AC SECURE / AS FRESH: Transportation is not guaranteed on specific flights or for delivery by a specific time. All freight charges are deemed as fully earned upon completion of the airwaybill and are not refundable.

**PLEASE INCLUDE THE FOLLOWING INFORMATION (AS APPLICABLE TO YOUR CLAIM) WHEN SUBMITTING YOUR CLAIM. THE MORE INFORMATION YOU PROVIDE THE MORE QUICKLY YOUR CLAIM WILL BE REVIEWED.**

### PROOF OF VALUE:

All claimants are under obligation to mitigate their losses and provide documentary evidence in support of all amounts claimed.

### AIRWAYBILL:

Original or legible copy of the air waybill.

### SHIPPERS ORIGINAL INVOICE:

Provide the original vendor's invoice for the lost or damaged merchandise to indicate the value of the goods claimed.

### PACKING LIST:

This would list the quantity and weight of the items in each box. For personal effects shipments, the value of each item should also be listed.

### CANADA CUSTOMS ENTRY B13:

If applicable.

### CANADA CUSTOMS EXPORT DECLARATION (if applicable):

Canada Customs Export B13 – including Proof of Reporting.

### CLAIM NOTIFICATION DETAILS AT DESTINATION:

Include (where possible) the name of the airline representative to who notice was given and whether or not an irregularity report was completed prior to removing the goods from the carrier's possession. Include copies of the consignee's notice of claim at destination.

### COPY OF CLAIM SUBMITTED BY ULTIMATE CONSIGNEE:

Including all supporting evidence

### HOUSE AIRWAYBILL:

Include delivery record copy.

### SUBROGATION RECEIPT:

Statement of payee authorizing you to act on behalf of the shipper or consignee.

### REPAIR OR PARTS REPLACEMENT BILL:

If the damaged goods are repairable, provide estimate or receipt from an established repair facility. **For Personal Computers** - The repair estimate must include:

1. serial number
2. date of purchase/age of computer
3. purchase cost- include purchase receipt
4. value of computer on day of shipping
5. comparable replacement value

### DOCUMENTS PROVING THE EXTENT OF DAMAGE:

Survey report of a sworn surveyor (Claims over \$2000.00)

### PROCEEDS OF SALVAGE AND/OR AN OFFICIAL

### DESTRUCTION REPORT:

The salvage details should include the commercial invoice, presale agreements to support expected value (market price list) and copies of sales receipts showing that goods were sold at less than expected value. Please note that a carrier is not liable for loss of profit.



