

Crowley Liner Org 025816 Tariff 001	Date Filed: 09-26-2023	Date Effective: 09-26-2023	Rule #: 12	Revision: 01 Publishing Code: C
Rule Name:	Claims			

CLAIMS, LOSS AND DAMAGE

The regulations set forth in this RULE will govern the processing of claims for loss, damage, injury or delay to property transported or accepted for transportation, in Interstate or Foreign Commerce by Participating Carriers subject to the Interstate Commerce Act.

NOTICE OF LOSS OR DAMAGE

In case of loss of or damage to the goods Shipper warrants that notice of the same shall be reported in writing to Carrier at 9487 Regency Square Blvd, Jacksonville, FL 32225, Attention: Regional Claims Manager as soon as the goods arrive at the port of destination, or the loss or damage is known or expected, but in no event later than three (3) days after delivery of the goods or the date when the goods should have been delivered by Carrier. Failure of Shipper to report notice of loss or damage to carrier as aforesaid shall render the insurance coverage set forth in this RULE null and void and Shipper shall be barred from recovering any amount under such policy.

CARRIER'S LIABILITY LIMITED

Carrier's liability is covered by its long form Bill of Lading and Tariff.

Carrier shall a be entitled to the full benefits of all rights and immunities and all limitations of or exemptions from, liability provided in or authorized by 46 U.S.C sections 181 and 195.

Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of or exemptions from liability contained in any law of the United States or any other country or place whose United States or any other country or place whose laws shall be applicable.

COCA BEAN SHIPMENT:

Carrier is not responsible for sweat damage to cocoa resulting from existing excessive moisture content of beans, prior to loading. Shipper shall declare on Bill of Lading percentage of moisture content of beans. Owner of cargo must submit with any claim statement from certified analyst as to hydroscopic analysis of beans on arrival at destination. Carrier reserves the right to refuse any claim where moisture content of the beans exceeds 4%.

REFRIGERATED CARGO

Carrier is not responsible for contamination resulting from stowage by shipper of different commodities in the same container/trailer.

Carrier will not accept responsibility for the accuracy or applicability of refrigerating instructions given by the shipper or connecting carriers. All temperatures agreed to by the shipper will be subject to a variance of 5 degrees Fahrenheit in either direction up or down without liability to the carrier.

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Carrier will not accept responsibility for any conditions arising prior or subsequent to its movement of refrigerated commodities.

Shipper must guarantee that consignee will take delivery of the cargo immediately upon spotting off the container/trailers. Carrier not responsible for condition of cargo on outturn if consignee fails to do so. Carrier is not responsible for maintaining temperatures after container/trailer is opened.

After a container/trailer has been delivered to consignee, carrier will not accept liability for any damage to the cargo due to the improper functioning of the refrigeration unit if container/trailer is not returned to carrier's terminal within 24 hours after delivery has been effected on frozen cargoes and 12 hours on chill cargo. In the event the container/trailer is returned to the carrier in an inoperative condition, consignee will bear the expense of returning the unit to an operating condition.

All chilled fresh beef, when carried at a temperature below 32 degrees F., as specified by the shipper, shall be transported by carrier at cargo owner's risk, free to the carrier of any damages of claims resulting from temperatures below 32 degrees F. Consigned clearance and/or 72 ours (excluding Saturdays, Sundays and legal holidays) after vessel's arrival at destination port.

Failure to comply with the foregoing shall result in carrier's declining any claims resulting therefrom.

The carrier shall not accept shipments of chill produce when the required carrying temperature is below 38 degrees Fahrenheit; when carrier does accept such shipments, it shall be at the cargo owner's risk, such shipments, it shall beat the cargo owner's risk for all loss and damage caused by freeze damage, provided the carrier complies and establishes that the temperature was maintained within the 5 degree range from the requested carrying temperature.

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TIME FOR CLAIM

Neither Carrier nor the Insurance Company shall be liable for any claim in connection with the goods unless presented in writing to Carrier at 9487 Regency Square Blvd Jacksonville, Florida 32225, Attention: Regional Claims Manager .

Claims Should be submitted with proper proofs or loss within nine (9) months after delivery of the goods or the date when the goods should have been delivered by Carrier.

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TIME FOR SUIT

No suit, action, or proceeding against Carrier or the insurance company for recovery of any claim in connection with the goods shall be sustainable unless commenced within one (1) year after delivery of the goods or the date the goods should have been delivered by Carrier.

Suit shall not be deemed commenced against either said defendant unless jurisdiction shall have been obtained over such defendant by service of process.

The Carrier and the Vessel shall be discharged from all liability in contract and in tort in respect of loss damage delay, misdelivery or conversion unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered investigation negotiation or otherwise dealing with claim by Carrier or its attorneys or representatives shall not be admission of liability and shall not be deemed a waiver of this provision a claim against a Joint Service Connecting Carrier is subject to the claims, filing notice and time for suit requirements provided for the terms and conditions may prescribe periods within governs claims against the Carrier in particular under the Uniform Domestic Bill of Lading applicable to rail movements claims shall be filed in writing within nine months after delivery of import traffic or within nin months after delivery at the port of export traffic. All claims shall be filed in writing with CROWLEY LINER SERVICE, INC at 9487 Regency Square Blvd, Jacksonville, FL 32225.