

Claims Procedure

Cover

We remind you that you retain ownership of your goods during transit and remain responsible for their insurance.

C S Ellis Group insure our liability should goods be lost or damaged whilst in our care. See below for values that can be claimed for and note that our cover is capped at the following levels:

Service	Cover
C S Ellis General Transport, Palletline & Hazchem	Goods are moved in accordance with the standard RHA Conditions of Carriage 2009 with standard insurance cover up to £1,300 per tonne
Warehousing	Goods are stored in accordance with UKWA Conditions of Storage 2006 with standard insurance cover up to £100 per tonne.
All European and Overseas freight	All goods are moved in accordance with CMR Conditions of Carriage.

PLEASE NOTE THAT THIS COVER MAY BE LESS THAN THE FULL VALUE OF YOUR GOODS SO YOU MAY NEED TO REFER TO YOUR OWN INSURANCE.

Our liability does not extend to consequential loss.

Copies of all Conditions are available for download on our website www.csellis.co.uk

Timeframe

Damage to a consignment, physical loss, mis-delivery or non-delivery must be advised in writing within 7 days with a claim made in writing within 14 days.

Concealed damages, where there is a clear Proof of Delivery, must be notified to us **within 24 hours** of delivery. This is necessary to assignment liability of any damage back to the transit.

Where the claim is significant we will pass the matter to our insurers who may appoint a loss adjustor. In this case they may liaise with you directly.

Throughout we will work as quickly as we can in processing a claim. The process of identifying a loss and assignment of liability can take some time and your patience is appreciated. Please do not hesitate to contact us at any point if you require an update.

Claim Value

You can make a claim for:

- The cost of your goods, calculated as lesser of replacement cost (your purchase or manufacturing cost) and the cost of repair/ reconditioning, less any salvage value. This is capped at the levels above.
- The cost of carriage for the proportion of goods lost or damaged in transit.

Whilst the cost of the original carriage forms part of the claim a replacement consignment is not covered.

Supporting evidence

The process should begin with the completion of our attached claim form. Please complete and return this as soon as possible (even if you do not have all the details to hand), along with:

- Evidence of replacement cost or purchase invoice*
- Sales invoice to your end customer
- Any relevant evidence of damage, eg Photographs, claused pods.

*If you have manufactured the goods we will require a calculation and supporting invoices up level reasonable to satisfy ourselves/our insurers the value is appropriate. Any information will be treated with the strictest confidence.

Inspection of goods

If you are in possession of the goods it is your responsibility to hold them for inspection and any possible salvage sale pending the settlement of the claim or until otherwise instructed. If the claim is for the full cost of the product we, or our insurers, have the right to have the goods returned to us.

Invoicing and VAT

When you are raising an invoice for any damaged or destroyed goods please note that this should be raised without VAT. When an invoice is raised on this basis, rather than being for a normal sale, there is no supply occurring so no VAT due on the transaction. Further guidance is available on the HMRC website:

<http://www.hmrc.gov.uk/vat/managing/special-situations/lost-stolen.htm#4>

Invoice settlement

Outstanding claims should not prevent the settlement of our invoices within our agreed credit terms.

