



**Take care of your share**

## Claims Handling Procedure

### **A. Condition of Transport Units**

In terms of condition of transport units, we refer to our **'Leaflet on the secure loading of cargo units in the intermodal transport sector'** which you find as attachment to this worksheet.

Cargo units must be codified for rail transport and must not be damaged, especially not by holes, cuts or cracks. In addition, they must be lightproof, waterproof and ventilation openings must not be closed. Doors as well as tarpaulin tensioners, roof tarpaulins and the extension of Mega-trailer top roofs must be properly closed, and roof height locked on same level.

Dangerous goods must be stowed, packed, labeled and pre-advised according the regulations of ADR / RID and / or IMDG Code depending which regulations are applicable.

You, as our customer, "the consignor", assure that the securing of the cargo complies with the generally applicable legal and safety-related regulations imposed by the EU and that the cargo units do not pose any risk or danger.

### **B. Interchange / Check Report**

Taking over at terminal of departure the appearance of the cargo units will be checked visibly.

Following examples for traces of use will not be checked:

- Scratches on grappler pocket without any damages at tarpaulins
- Scratches on grappler pocket
- Breaks of tarpaulin frame at roof, doors or front wall
- Damages of plastic wheel cover
- Underrun protection devices

In general, the terminal staff must have the option to check and notice any damages. Driver and terminal staff must document damages in written and signed.

### **C. Process of Claims Handling and Notes of Liability**

The following process is relevant for customers and partners / agents:

ECL will meet its obligation to check cargo units before loading on train according to European law dedicated to rail transport. Herewith we point out that higher forces taking effect on cargo units during rail transport and therefore high safety standards must be met. The profile of requirements naturally varies between the modes of transport and ECL is not automatically liable for damages detected before rail transport that may lead to loading ban.

Final check of cargo unit condition in detail is done by wagon master and overwrites visible Check Reports where f.ex. tarpaulin tensioners are not checked each and in detail. Naturally such damages do not occur during regular terminal procedure when trailer is parked after check in.

1. Damages must be registered immediately and without delay!
  - **Customer:** visible damages must be registered without delay before taking over cargo units at receiving terminal and must be documented. This can be processed in written check report where mandatory details must be mentioned such as plate number, ILU Code, kind and extend of damage and time of detection of damage. Notification deadline (7 days) of not obvious damages are related to legal regulated allowance for examination and sending notice of a defect or deficiency.
  - **Partners / agents:** if there is any obvious damage detected at cargo unit our partners / agents must register this immediately to ECL and note them on Check Report in written. Only then ECL can meet obligations to inform customer and follow its duty to given notice.
2. The customer will be informed about damages and is obligated to advise how to proceed further to regulate damage. Either local maintenance companies can be instructed, or driver / staff can fix smaller damages by themselves. Until this notification neither ECL nor partners / agents will not take any arrangements as long as damages are not safety related such as leakages.
3. **To clearly point out:**  
**It is the customers obligation to prove cargo unit was delivered in good order and condition!**
4. According to legal framework and if required a note of liability will be send to relevant parties.
5. After damage was registered following documents must be added as soon as possible and per request. If ECL does not receive requested documentation to follow the track of damage, note of liability will fully be rejected:
  - Check Report of driver / company in terminal of departure
  - Check Report of driver / company in terminal of arrival
  - Freight documents such as way bill, stowage and loading plans and invoices
  - More detailed pictures must refer clearly to cargo unit and damage
  - Report of authorized expert
  - Estimations of repairing costs
  - Breakdown of repairing costs in invoice / estimation
6. After successful regulation of damage, ECL and our partners / agents are obliged to arrange forwarding of the cargo unit as soon as possible to avoid any more delays, based on customer information previously given in mail.

7. During this process ECL will check liability but priorities the regulation of damage and forwarding of cargo unit. ECL will revert as soon as possible with feedback just after evidences are checked and point of damage analyzed.
8. Between customer, ECL and partner / agents an **exemption limit** can be agreed for smaller damages not exceeding **€ 150,00** in total.  
This limit shall simplify and fasten the process by direct order for regulation of damage from ECL. Anyhow it will not release any of the parties from their duty to give notice, inform about the damage and handover relevant documents.
  - a) If all involved parties agreed to the exemption limit, ECL will place order to regulate damages just after receipt of notice of damage by partner / auxiliary person. The damage will be regulated either with local maintenance companies or local staff / driver.
  - b) ECL will inform customer as soon as possible with relevant documents and information that regulation of damage has already been advised.
  - c) This agreement presumes takeover of costs by customer.

Customer, ECL and partner / agents herewith agree to support each party as best as possible and to continue a good and fair cooperation.

#### **D. Service Fee**

For the register, handling and support in regulating the damage as soon as possible, ECL will charge a service fee of **€ 35,00 per unit**.

This fee will not apply when customer is taking care of the regulation of damage by themselves and for the compulsory notification process. If any terminal will charge costs ( f.ex. sending pictures and / or check report at KTL Ludwigshafen € 27,00) ECL will invoice the costs to customer.

#### **E. Contact details**

In any communication referring to damages [intermodal@ecl-online.de](mailto:intermodal@ecl-online.de) must be put in copy mail as well as the referring shuttle:

Verona Shuttle	<a href="mailto:veronashuttle@ecl-online.de">veronashuttle@ecl-online.de</a>
Rhein Neckar Shuttle	<a href="mailto:rns@ecl-online.de">rns@ecl-online.de</a>
Ruhr Shuttle	<a href="mailto:ruhrshuttle@ecl-online.de">ruhrshuttle@ecl-online.de</a>
Bavaria Shuttle	<a href="mailto:bavariashuttle@ecl-online.de">bavariashuttle@ecl-online.de</a>
Austria Shuttle	<a href="mailto:austriashuttle@ecl-online.de">austriashuttle@ecl-online.de</a>