



TOLL CLAIMS PROCEDURE

1. SECTION 1: NOTIFICATION OF DAMAGED/LOST GOODS

- 1.1. If goods are damaged at the time of delivery (“damage”), the receiver must note this damage on the driver’s scanner/delivery manifest/POD. The customer must also give written notice to the Toll Claim Administrator in accordance with section 1.3.
- 1.2. Where goods are not delivered i.e. no POD, no delivery scan (“loss”), the customer must give written notice to the Toll Claim Administrator in accordance with section 1.3.
- 1.3. Where there is damage to the goods identified at the time of delivery or loss of the goods, the customer must give written notification (which includes by email) of the loss of or damage to the goods and the customer’s intention to make a claim to the Toll Claim Administrator, within seven days of the date of delivery or the date when they should have been delivered, whichever comes first.

The written notice must provide reasonable particulars of the consignment, the relevant goods and the nature of the loss of or damage to the goods.
- 1.4. Where concealed damage to the goods is not apparent at the time of delivery (no visible external damage) but discovered by the customer within 48 hours of delivery (the maximum permitted time for inspection), the customer must give written notice (which includes by email) of the concealed damage to the goods and the customer’s intention to make a claim to the Toll Claim Administrator within the 48 hours of the date of delivery.
- 1.5. In any case where written notification of the loss of or damage to the goods from the customer is not given within the specified time detailed in sections 1.3 or 1.4, Toll shall have no liability in respect of such loss or damage and no action may be brought by the customer against Toll in respect of this loss of or damage to the goods.
- 1.6. To assess and validate a claim, Toll may elect to appoint an assessor to inspect the damaged goods. The receiver or owner of the goods must permit the assessor to carry out such an inspection. Subject to the duty to mitigate the loss referred to below, wherever practical the damaged goods and the packaging should be retained until Toll has assessed the claim.
- 1.7. The customer, being the owner of the goods, has a legal duty to mitigate its loss by taking such steps by way of sale, repair, dumping or otherwise as is appropriate to the nature of the goods. Where Toll accepts legal liability for a claim, no payment will be made until the loss has been mitigated and the final claim value (after deduction of salvage, where obtained) has been calculated correctly in accordance with clause 2 below.
- 1.8. Please note that damaged goods always belong to the customer and Toll has no legal right to deal with such goods in any way whatsoever. However, Toll may, on request by the customer take steps to sell, repair, dump or otherwise deal with damaged goods on the following conditions:
 - (a) The customer must request Toll in writing to take such steps as Toll in its sole discretion considers appropriate to deal with damaged goods and in doing so shall authorise Toll to act as if it were the owner of the goods (save that Toll shall not be responsible for meeting any liabilities attaching to the goods).
 - (b) Toll has the right to refuse such request, or to accept the request only on such terms as it deems necessary. That may include payment by the customer in advance of costs that will be incurred by Toll in cases where the goods have no salvage value (e.g. dumping costs), or payment of any outstanding freight charges. Such costs may be included in any claim made against Toll if the customer believes that Toll has liability for the damage. Toll’s acceptance of the customer’s request is however without prejudice to all questions of liability.



- (c) The customer will accept Toll's decisions on how the goods are sold, repaired, dumped or otherwise dealt with, including as to costs incurred and/or salvage returns achieved, and Toll shall be under no liability whatsoever in relation to such decisions or the resulting costs or returns (as the case may be).
- (d) Any net salvage proceeds shall be either paid to the customer, or used to offset the amount of any claim for which Toll accepts liability, in Toll's sole discretion.

2. **SECTION 2: CLAIM APPLICATION**

- 2.1. Following notification of the loss or damage of goods in accordance with Section 1, the customer must lodge with Toll, claim documents detailing the loss or damage of goods, and the final claim value, within 30 days of date of delivery of the goods or the date when they should have been delivered, as the case may be. In any case where the claim documents are not provided to Toll within the specified time, Toll shall have no liability in respect of such loss or damage and no action may be brought against Toll in respect of the same.
 - 2.2. Claim documents must include (but may not be limited to):
 - a) **Claim application form.** Please ensure all sections of the Claim Application Form are filled in.
 - b) **Tax invoice** (charging Toll). The tax invoice must be for 'cost price' of the goods only. Toll will require evidence to support the claimed cost price.
 - c) **Evidence of mitigation.** Evidence of steps taken to mitigate the loss including salvage returns.
 - 2.3. Toll reserves the right to require further supporting information in any given case.
Failure to provide the correct documentation and information will delay the processing of your claim.
 - 2.4. Unless agreed otherwise in writing by the parties, all contracts for carriage with Toll are on 'Limited Carrier's Risk' ("LCR") terms as described in the Carriage of Goods Act 1979 ("the Act") and under the Act, Toll's liability for the loss or damage to goods shall be limited to \$2,000 (inclusive of GST) per "unit of goods" as defined in the Act.
 - 2.5. Any action against Toll in respect of a claim for loss or damage of goods will be absolutely barred unless the Customer has complied with the requirements of this Claims Proceedings and are brought and served on Toll within six months from the date when the goods were delivered or should have been delivered, as the case may be.
 - 2.6. Once ALL correct claim documentation is received, Toll will investigate the claim within 30 days from the date all the claim documentation is received. On completion of its investigation Toll will then respond to the customer in writing or by email of Toll's determination of the claim.
 - 2.7. If a claim is accepted by Toll, then Toll will notify the customer in writing or by email and payment of the approved claim amount will then be paid on the 30th day of the month following notification.
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CLAIMS PROCEDURE CHART

