

The Motor Carrier Conditions of Carriage Regulations

Repealed

by [Chapter T-18.1 Reg 15](#) (effective June 26, 2014).

Formerly

Chapter M-21.2 Reg 5 (effective July 9, 1991) as amended by Saskatchewan Regulations [51/95](#), [6/98](#), [60/99](#), [69/2000](#) and [123/2004](#).

NOTE:

This consolidation is not official. Amendments have been incorporated for convenience of reference and the original statutes and regulations should be consulted for all purposes of interpretation and application of the law. In order to preserve the integrity of the original statutes and regulations, errors that may have appeared are reproduced in this consolidation.

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CHAPTER M-21.2 REG 5

The Motor Carrier Act

Title

1 These regulations may be cited as *The Motor Carrier Conditions of Carriage Regulations*.

Interpretation

2 In these regulations:

(a) **“administrator”** means the administrator within the meaning of *The Vehicle Administration Act*;

(a.1) **“CAVR”** means the Canadian Agreement on Vehicle Registration between Canadian provincial governments respecting commercial motor vehicle registration;

(a.2) **“class”** means, with respect to a vehicle, the class as determined in accordance with *The Vehicle Classification and Registration Regulations*;

(b) **“C.O.D.”** means cash on delivery;

(b.1) **“commercial vehicle”** means any of the following vehicles:

(i) a vehicle registered in Class A, C, D or LV having a gross vehicle weight exceeding 5 000 kilograms;

(ii) a vehicle registered in Class PB or PS with a seating capacity, according to the manufacturer of that vehicle, of more than 10 persons including the driver;

(c) **“express”** means wares, merchandise and other commodities transported by a vehicle registered as a class PB vehicle;

(d) **“express transporter”** means the holder of an operating authority certificate whose vehicle is registered with the administrator as a class PB vehicle and who transports express in the vehicle;

(e) **“freight transporter”** means a vehicle registered with the administrator in Class A;

(f) **“general merchandise”** means goods, wares, merchandise or other commodities and includes Group I and Group II Exempt Commodities;

(g) **“gross vehicle weight”** means the combined weight of the vehicle and the load carried on the vehicle;

(h) **“Group I Exempt Commodities”** means chemicals used for pest and weed control, coal, earth, fodder, garbage, grain, gravel, livestock, machinery and equipment permanently mounted on a vehicle, manufactured livestock food when transported to a farm, manure, materials used in the construction and maintenance of a road or bridge, sand, septic tank sewage, wood, clay, sod and water;

(i) **“Group II Exempt Commodities”** means:

(i) ashes, brick, briquettes, cement, cinder blocks, coke, concrete blocks, rags, rigid composition sheeting for buildings, scrap metal, slabs, stone and wooden fence posts;

(ii) blankets, chairs, clothing, drapes, rugs or furs when being transported for the purposes of dry cleaning;

(iii) buildings in transit;

(iv) christmas trees;

(v) currency, liability items or related banking items;

(vi) egg crates or eggs;

(vii) fox or mink feed;

(viii) fresh or frozen fish;

(ix) Her Majesty’s mail;

(x) ice;

(xi) lime, lumber, ore concentrate or peat moss;

(xii) machinery and equipment required to be repaired when transported by a garage owner, machine shop owner or implement dealer to and from the customer’s residence or place of business;

(xiii) milk being transported to a cheese factory for the purpose of manufacturing it into cheese;

(xiv) newspapers;

(xv) power line poles, telephone poles or railway ties;

(xvi) pregnant mare’s urine;

(xvii) primary products of the farm, forest, sea or lake in the initial movement from the farm, forest, sea or lake, excluding milk or cream;

(xviii) raw honey;

(i.1) **“IRP”** means the International Registration Plan, being an agreement between jurisdictions in North America respecting commercial motor vehicle registration;

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- (j) **Repealed.** 13 Feb 98 SR 6/98 s3.
- (k) **Repealed.** 13 Feb 98 SR 6/98 s3.
- (l) **Repealed.** 13 Feb 98 SR 6/98 s3.
- (m) **“transportation of passengers”** includes the transportation of baggage consisting of wearing apparel, toilet articles and similar effects for actual use and necessary and appropriate for the wear, use, comfort and convenience of the passenger;
- (n) **“transporter”** means a vehicle that is registered as a public service vehicle.

19 Jly 91 cM-21.2 Reg 5 s2; 13 Feb 98 SR 6/98
s3; 24 Dec 2004 SR 123/2004 s3.

Exemption

2.1 A person is exempt from the requirement of obtaining a safety certificate if the vehicle:

- (a) is an emergency vehicle as defined in *The Vehicle Equipment Regulations, 1987*;
- (b) is not a commercial vehicle;
- (c) is registered in Class A, C, D or LV and:
 - (i) is operating intra-provincially; and
 - (ii) has a registered gross vehicle weight of 11 000 kilograms or less; or
- (d) is registered in Class LV and is not used for a commercial or business purpose.

24 Dec 2004 SR 123/2004 s4.

GENERAL

Breakdowns

3 In the case of accident to or breakdown of a public service vehicle engaged in the transportation of passengers or express, the person to whom the operating authority certificate was issued shall make immediate arrangements for the transportation of passengers or express being carried by the vehicle to their destination with as little delay as possible.

19 Jly 91 cM-21.2 Reg 5 s3; 13 Feb 98 SR 6/98
s4.

Packaging

4(1) No freight or express transporter shall be required to accept for transportation any goods unless:

- (a) they are in such a condition and so prepared for shipment as to render their transportation reasonably safe and practicable; and
- (b) the containers are of sufficient strength and security to afford reasonable and proper protection to the goods.

(2) A transporter is not required to accept for transportation any shipment whose nature or characteristic is such as to expose the equipment of the vehicle to damage or the other shipments to impregnation or other damage.

(3) A transporter may accept for transportation a shipment mentioned in subsection (2) and may give a receipt for it marked "Subject to delay for suitable equipment".

19 Jly 91 cM-21.2 Reg 5 s4.

Contamination

5 No transporter shall transport any commodity intended for human consumption unless:

- (a) the vehicle has been cleaned so that all poisonous chemicals and residues remaining in the vehicle from previous use have been removed;
- (b) all other shipments capable of contaminating such commodities are protected by a container or covering and are loaded so that contamination will not occur; and
- (c) those commodities are protected by a container or covering to prevent contamination which could occur during transit.

19 Jly 91 cM-21.2 Reg 5 s5.

INSURANCE

Cargo insurance

6(1) Subject to subsections (3) and (4), a person who operates a Class A vehicle with a registered gross vehicle weight in excess of 5 000 kilograms to transport general merchandise for hire shall file with the board an inland transportation insurance policy mentioned in subsection (2).

(1.1) **Repealed.** 24 Dec 2004 SR 123/2004 s5.

(2) An inland transportation insurance policy filed with the board shall:

- (a) consist of a cargo liability insurance policy that insures against at least the perils and is subject to no further or greater exceptions or conditions than those contained in Form A in Part I of the Appendix;
- (b) **Repealed.** 22 Sep 2000 SR 69/2000 s4.
- (c) provide the insurance mentioned in the endorsement mentioned in clause (a), with respect to each vehicle covered by the insurance, for loss or damage occurring at any one time and place to the limit, having regard to the authorized gross weight of the vehicle and the nature of the freight transported, of at least the following amount:

(i) where the gross weight does not exceed:

- (A) 12 700 kg, \$15,000;
- (B) 20 000 kg, \$20,000; and
- (C) 37 000 kg, \$27,000; and

(ii) where the gross weight exceeds 37 000 kg, \$32,000.

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(3) Subsection (1) does not apply where the person operating the vehicle is transporting merchandise owned by that person if that person has filed a declaration with the board in a form satisfactory to the board that the person transports only merchandise owned by that person.

(4) Subsection (1) does not apply where the type of merchandise transported has been exempted by the board through a board order, or where the value of the merchandise transported is below any specified cargo value established by the board through a board order.

(5) A board order made pursuant to subsection (4) must be published in three consecutive issues of the Saskatchewan Gazette.

19 Jly 91 cM-21.2 Reg 5 s6; 13 Feb 98 SR 6/98
s5; 23 Jly 99 SR 60/1999 s2; 22 Sep 2000 SR 69/
2000 s4; 24 Dec 2004 SR 123/2004 s5.

Property damage insurance

7(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the operator of the vehicle, and every other person who with his or her consent operates the vehicle, against liability imposed by law arising out of the ownership, use or operation of a vehicle resulting from loss of or damage to any property, whether real or personal, of any person whether that person is a passenger in the vehicle or not.

(1.1) Subject to the amounts mentioned in subsection (2), the following persons shall file with the board a motor vehicle liability policy:

- (a) any person who operates a commercial vehicle and is not exempt from the requirement of obtaining a safety certificate;
 - (b) any person who operates a Class PB vehicle.
- (2) Every policy required pursuant to subsection (1.1) to transport:
- (a) general merchandise except the commodities set out in Schedule XII of the *Transportation of Dangerous Goods Regulations* (Canada), being SOR 85-77 of January 18, 1985, as amended from time to time, made pursuant to the *Transportation of Dangerous Goods Act* (Canada), as amended from time to time, shall insure to the limit of at least \$1,000,000;
 - (b) the commodities mentioned in clause (a) shall insure to the limit of at least \$2,000,000;
 - (c) passengers, and the passenger seating capacity of the vehicle used for transporting passengers is 15 or less, shall insure to the limit of at least \$1,000,000; or
 - (d) passengers, and the passenger seating capacity of the vehicle used for transporting passengers is 16 or more, shall insure to the limit of at least \$3,000,000;

exclusive of interest and costs.

(3) Where the board accepts a bond in place of a motor vehicle liability insurance policy, the bond shall be in the same amount that is required in the case of an insurance policy.

19 Jly 91 cM-21.2 Reg 5 s7; 13 Feb 98 SR 6/98
s6; 24 Dec 2004 SR 123/2004 s6.

Bodily injury insurance

8(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the operator of the vehicle, and every other person who with his or her consent operates the vehicle, against liability imposed by law arising out of the ownership, use or operation of a vehicle resulting from bodily injury to or the death of any person, whether that person is a passenger in the vehicle or not.

(1.1) Subject to the amounts mentioned in subsection (2), the following persons shall file with the board a motor vehicle liability policy:

- (a) any person who operates a commercial vehicle and is not exempt from the requirement of obtaining a safety certificate;
- (b) any person who operates a Class PB vehicle.

(2) Every policy required pursuant to subsection (1.1) from a person who is authorized by an operating authority certificate to transport:

- (a) general merchandise except the commodities set out in Schedule XII of the *Transportation of Dangerous Goods Regulations* (Canada), being SOR 85-77 of January 18, 1985, as amended from time to time, made pursuant to the *Transportation of Dangerous Goods Act* (Canada), as amended from time to time, shall insure to the limit of at least \$1,000,000;
- (b) the commodities mentioned in clause (a) shall insure to the limit of at least \$2,000,000;
- (c) passengers, and the passenger seating capacity of the vehicle used for transporting passengers is 15 or less, shall insure to the limit of at least \$1,000,000; or
- (d) passengers and the passenger seating capacity of the vehicle used for transporting passengers is 16 or more shall insure to the limit of at least \$3,000,000;

exclusive of interest and costs.

(3) Where the board accepts a bond in place of a motor vehicle liability insurance policy, the bond shall be in the same amount that is required in the case of an insurance policy.

19 Jly 91 cM-21.2 Reg 5 s8; 13 Feb 98 SR 6/98 s7;
24 Dec 2004 SR 123/2004 s7.

Fidelity

9 Repealed. 22 Sep 2000 SR 69/2000 s5.

GENERAL MERCHANDISE TRANSPORT

Uniform conditions of carriage

10 The uniform conditions of carriage set out in Part II of the Appendix apply to the transportation of general merchandise.

19 Jly 91 cM-21.2 Reg 5 s10.

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Bills of lading

11(1) A freight transporter shall at the time he accepts each shipment of freight for transportation on a public service vehicle issue or cause to be issued a bill of lading.

(2) A bill of lading mentioned in subsection (1) shall contain at least the following information:

- (a) the name of the freight transporter;
- (b) the name of the shipper;
- (c) the name of the place at which the freight was accepted for transportation;
- (d) the name of the consignee;
- (e) the name of the place where the freight is to be delivered;
- (f) a list showing the nature of the contents of each container in the shipment and the gross weight of each container and its contents;
- (g) the name and business address of any other freight transporter who will participate in the movement of the freight to its point of delivery;
- (h) the amount of any fuel surcharge charged:
 - (i) by a freight transporter pursuant to *The Motor Carrier Rates Order*; or
 - (ii) pursuant to *The Public Service Vehicles Beer Transportation Rates Order, 1991*, by a transporter conducting shipments of S.B.A. beer.

(3) A bill of lading issued in accordance with subsection (1) shall consist of:

- (a) an original bill of lading to be retained by the shipper;
- (b) a duplicate original of the bill of lading which shall be kept in the possession of the driver of the public service vehicle while the freight is being carried on the vehicle;
- (c) a duplicate original of the bill of lading which shall be:
 - (i) retained by the shipper if he requests a copy of it; or
 - (ii) delivered to the consignee.

(4) A bill of lading shall be signed both by the shipper and the transporter as being a correct itemized list of goods in the shipment and as an acceptance of all terms and conditions contained in it and no person shall sign a bill of lading knowing the information contained in it to be false.

(5) Where a bill of lading is issued by the shipper and is produced solely by mechanical means, the mechanically produced signature of the shipper or his duly authorized agent or representative has the same effect as the signature required pursuant to subsection (4).

(6) On the demand of a peace officer, the driver shall produce for inspection the duplicate originals of the bills of lading in his possession for freight being carried on the vehicle or any other document that contains the bill of lading number and all the information required to be included in a bill of lading pursuant to subsection (2).

Marking of freight

12(1) The name of the consignee and the destination shall be plainly marked on each article of freight delivered to the transporter.

(2) Subsection (1) does not apply to a shipment which fully occupies the capacity of the transporting vehicle if the shipment is from one consignor to one consignee and to one destination.

19 Jly 91 cM-21.2 Reg 5 s12.

Where delivery refused

13 Where the consignee of any property refuses delivery, the transporter shall immediately notify the shipper of the refusal.

19 Jly 91 cM-21.2 Reg 5 s13.

Food storage

14 No freight transporter shall store food commodities in premises used for storage of livestock, acids or other materials that may by their nature render the food commodities unfit for human consumption.

19 Jly 91 cM-21.2 Reg 5 s14.

15 Repealed. 13 Feb 98 SR 6/98 s9.

Fragile articles

16 No person shall offer for transport and no freight transporter shall be required to accept for transportation any package containing fragile articles or any goods in a glass or earthenware container unless the package or container, as the case may be, is clearly marked "Fragile – Handle with Care" or with similar words.

19 Jly 91 cM-21.2 Reg 5 s16.

EXPRESS TRANSPORT**Refusal of shipment**

17 Where the consignee of any property transported by express refuses delivery, the transporter shall immediately notify the shipper about the refusal.

19 Jly 91 cM-21.2 Reg 5 s17.

Conditions of carriage

18 The conditions of carriage set out in Part III of the Appendix apply to the transportation of express.

19 Jly 91 cM-21.2 Reg 5 s18.

Interline shipments

19(1) An express transporter shall accept goods for transportation as express for any route on which he holds an operating authority certificate.

(2) Every express transporter shall make arrangements with other express transporters whereby he may issue express receipts for destinations beyond the limits of his route and an express receipt issued by him shall be honoured by every other express transporter who engages in business on any of the lines over which the shipment is routed.

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(3) Where more than one express transporter handles a shipment, the transporter who collects the express charges for the shipment shall remit to all other transporters who have participated in the transportation of the shipment their share of the express charges within 30 days from the date of receipt of the interline statement covering such express charges, provided that where the express charges on a shipment are prepaid the remittance shall be made by the transporter who collects the express charges for the shipment to all transporters who have participated in the transportation of the shipment their share of the express charges within 30 days from the date of receipt of the interline statement.

19 Jly 91 cM-21.2 Reg 5 s19.

Prohibited shipment

20 No express transporter shall accept for transportation or permit to be transported in or on a public service vehicle that is carrying passengers any live animal, acid, explosive, any flammable substance or material or substance, material or article of a kind or quality that is likely to render it disagreeable to or dangerous to passengers or is likely to expose to risk, loss or damage anything being carried in or on the vehicle.

19 Jly 91 cM-21.2 Reg 5 s20.

Protection of shipment

21 No express transporter shall carry a shipment of express on any exterior part of a vehicle unless it is covered in such a manner that it is adequately protected.

19 Jly 91 cM-21.2 Reg 5 s21.

Express receipts

22 No express transporter shall accept for transportation as express any goods unless, at the time of the acceptance by him or on his behalf of the goods to be so transported, he issues an express receipt in a form approved by the board.

19 Jly 91 cM-21.2 Reg 5 s22.

Collection and remission of C.O.D. moneys and surcharge for such service

23(1) An express transporter handling C.O.D. shipments may assess a surcharge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments.

(2) An express transporter that assesses a surcharge pursuant to subsection (1) shall include those surcharges assessed as a separate item in its schedule of rates.

(3) With respect to C.O.D. shipments, an express transporter shall:

(a) not deliver a C.O.D. shipment unless the express transporter receives from the consignee, full payment of:

(i) the purchase price or amount charged for the goods being delivered; and

(ii) unless the consignor has indicated otherwise in the bill of lading, any C.O.D. surcharge charged by the express transporter pursuant to subsection (1);

- (b) keep all C.O.D. moneys in a separate trust fund or account, separate from the other revenues and funds of the express transporter's business; and
- (c) remit all C.O.D. monies, within 30 days after collection, to the consignor or person designated by the consignor.

19 Jly 91 cM-21.2 Reg 5 s23.

PASSENGER AND BAGGAGE CARRIAGE

Baggage

24(1) In this section, personal baggage and sample baggage consists of wearing apparel, toilet articles, catalogues, models and samples, sporting paraphernalia and similar personal effects which are in actual use and which are necessary and appropriate for the wear, use, comfort and convenience of the passenger.

(2) The passenger fare charged by a transporter who is authorized to transport passengers for compensation shall cover the transportation of the passenger together with no more than two pieces of personal baggage or sample baggage for which the individual weight does not exceed 45 kg (100 pounds), the aggregate weight does not exceed 68 kg (150 pounds) and the individual dimensions do not exceed 610 mm (24 inches) in height, 610 mm (24 inches) in width or 1145 mm (45 inches) in length.

(2.1) Notwithstanding subsection (2), each passenger may have one piece of carry-on baggage if that piece of baggage does not:

- (a) exceed the dimensions of 22.5 centimetres (nine inches) by 40 centimetres (16 inches) by 50 centimetres (20 inches); and
- (b) weigh more than seven kilograms (15 pounds).

(3) **Repealed.** 2 Jne 95 SR 51/95 s2.

(4) No transporter shall carry baggage on any exterior part of a vehicle unless it is covered in such a manner that it is adequately protected.

(5) The liability of the transporter for loss or damage to any personal baggage is limited:

- (a) to a maximum of \$100; or
- (b) where the passenger has declared a higher value and has paid an extra charge at the rate of 75¢ for each \$100 of valuation or fraction thereof in excess of \$100, to a maximum of \$250;

but in no case shall the liability exceed the actual value of the baggage at the place and time it was received by the transporter.

(6) All claims for loss or damage must be filed in writing with the carrier within one month after delivery of the baggage or, in the case of failure to make delivery within one month, after the lapse of a reasonable time for delivery.

19 Jly 91 cM-21.2 Reg 5 s24; 2 Jne 95 SR 51/95 s2.

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Time schedule

25 Every holder of an operating authority certificate to operate a public service vehicle for the transportation of passengers over a specified route or routes shall at all times maintain and observe the time schedule approved by the board that is applicable to him.

19 Jly 91 cM-21.2 Reg 5 s25.

Tickets

26(1) A holder of an operating authority certificate to operate a public service vehicle for the transportation of passengers over a specified route:

(a) may issue tickets for passenger transportation over any route on which he participates in the service;

(b) shall make arrangements with other holders of such certificates whereby he may issue tickets to passengers for destinations beyond the limits of his route.

(2) A ticket issued to a passenger pursuant to subsection (1) shall be honoured by the holder of an operating authority certificate to operate a public service vehicle over the route on which the passenger is routed.

19 Jly 91 cM-21.2 Reg 5 s26.

Rest stops

27(1) No operator of a public service vehicle carrying passengers over a specified route shall operate the vehicle for more than three hours without stopping at a properly equipped rest station for at least 10 minutes, except that a vehicle equipped with a rest room may be operated for a period of not more than four hours before making such a stop.

(2) The operator of a public service vehicle carrying passengers over a specified route shall, when stopping the vehicle, announce to the passengers the duration of the stop and that comfort facilities are available.

19 Jly 91 cM-21.2 Reg 5 s27.

HOUSEHOLD GOODS TRANSPORT

Uniform conditions of carriage

28 The uniform conditions of carriage set out in Part IV of the Appendix apply to the transportation of household goods.

19 Jly 91 cM-21.2 Reg 5 s28.

REPEAL AND COMING INTO FORCE

R.R.S. c.M-21.2 Reg 2, repealed

29 *The Public Service Vehicles Conditions of Carriage and Rates Regulations, 1987* are repealed.

19 Jly 91 cM-21.2 Reg 5 s29.

Appendix**PART I****Form A****CARGO LIABILITY INSURANCE POLICY****Insuring Agreements**

- 1** The insurer agrees to indemnify the insured for direct loss or damage caused by any peril specifically mentioned in paragraph 4 of this insuring agreement arising from the legal liability of the insured as a carrier or bailee under bills of lading or shipping receipts issued by the insured on lawful goods and merchandise.
- 2** This policy only covers goods accepted by the insured for shipment while in transit in or on the motor vehicle owned and operated by the insured and described in the certificate issued under this policy to the insured.
- 3** This policy attaches from the time the goods for which the insured is legally liable as a carrier leave the warehouse, residence, store or factory of the shipper or place of pick-up until safely delivered to place of delivery, but this policy only applies when the motor vehicle is within the limits of Saskatchewan, Alberta and Manitoba, and only while the goods are actually in transit, and in no event will this policy cover after the goods have ceased to be at the risk of the insured.
- 4** This policy insures against direct loss or damage to the goods caused by:
 - (a) fire, including self-ignition, internal explosion and lightning;
 - (b) perils of the lakes, rivers and inland waters, while on ferries only;
 - (c) accidental collision of the motor vehicle with any other automobile, vehicle or object;
 - (d) overturning of the motor vehicle;
 - (e) collapse of bridges;
 - (f) theft of an entire shipping package, excluding all pilferage;
 - (g) accidental collision of any part or all of the contents of the motor vehicle with any other vehicle or with an object outside the transporting vehicle, excluding, however, loss or damage caused by dropping or rough handling of cargo while loading or unloading and in any event while off the vehicle; or
 - (h) coming together of truck and trailer during coupling or uncoupling.
- 5** The insurer's liability is limited to the specific amount set opposite the description of the motor vehicle in the certificate.

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- 6 This policy does not insure:
- (a) accounts, bills, currency, deeds, evidences of debt, money, notes, securities or other similar valuables, bullion or precious stones;
 - (b) loss or damage caused by the neglect of the insured to use all reasonable means to save and preserve the goods at and after any disaster insured against;
 - (c) loss or damage to paintings, statuary and other works of art and articles of virtu, unless absolute total loss;
 - (d) loss or damage due to shifting of the load in the motor vehicle, poor or insufficient packing or rough handling;
 - (e) breakage or leakage, unless directly caused by a peril insured against;
 - (f) loss or damage caused by the motor vehicle coming in contact with any portion of the roadbed or by striking the rails or ties of street, steam or electric railroads;
 - (g) loss or damage to goods by decay, wetness, dampness, being spotted, discolouring, mould, rust, frost, rotting, souring, steaming or changes in flavour unless directly caused by a peril insured against;
 - (h) loss or damage caused by:
 - (i) strikers, locked-out workmen or persons taking part in labour disturbances or arising from riot, civil commotion, capture, seizure or detention or from any attempt thereat or the consequences thereof;
 - (ii) war, invasion, hostilities, rebellion, insurrection, seizure or confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade;
 - (iii) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - (i) loss or damage to goods or merchandise which are the property of the carrier;
 - (j) the liability of the insured except to owners of goods insured pursuant to this policy;
 - (k) damage to truck, tarpaulins, fittings or goods carried gratuitously or as an accommodation;
 - (l) livestock except against accident causing death or rendering death necessary in consequence of any of the perils insured against;
 - (m) loss by breakage of eggs unless resulting from one of the perils insured against and only if loss amounts to 50% of the value of each shipping package, and no loss on such commodity is to be paid in excess of \$200;
 - (n) loss or damage by theft or larceny by any person or persons employed by the insured.

Special Conditions

1 *Description of Motor Vehicle:* Wherever the term “motor vehicle” is used in this policy it is deemed to cover only the motor vehicle, trailer or semi-trailer described in the certificate issued to the insured under this policy.

2 *Permission to Interchange:* Permission is hereby granted to interchange any motor vehicle, trailer or semi-trailer described in the individual certificate of insurance.

3 *Notice and Proof of Loss and Payment:* The insured must immediately report in writing to this insurer every loss or damage which may become a claim pursuant to this policy and shall also file with the insurer within 90 days from date of loss a detailed sworn proof of loss. Failure by the insured to report the said loss or damage and to file such sworn proof of loss as provided in this policy shall invalidate any claim under this policy. All adjusted claims are due and payable 60 days after presentation and acceptance of proof of interest and loss at the office of the insurer. The insurer has the right to adjust and settle losses pursuant to this agreement with the actual owners of the goods and the payment to such owners or to the general order of the insured and to such owners of the amount due from this insurer for goods lost or damaged shall be in full satisfaction of the claim of the insured for such loss. If suit is brought against the insured to enforce a claim under this policy, he shall immediately forward to the insurer every summons or other process as soon as the summons or other process has been served on him and the insurer may, at its own cost, defend such suit in the name and on behalf of the insured.

The insured, whenever requested by the insurer, shall aid in effecting settlements, securing information and evidence, the attendance of witnesses and in prosecuting appeals, but the insured shall not voluntarily assume any liability, interfere in any negotiations for settlement or in any legal proceedings or incur any expense or settle any claim except at his own cost without the written consent of this insurer being previously given.

4 *Sue and Labour:* In case of any loss or misfortune resulting from any peril insured against, the party insured hereby engages for himself or themselves, his or their factors, servants or assigns to sue, labour or travel and to use all reasonable and proper means for the security, preservation, relief and recovery of the goods lost or damaged or any part thereof. It is an express condition of this policy that in event of disaster the contents of cargo of the truck shall not be abandoned or left without a responsible person in charge. In event of expenditure for salvage, salvage charges or sue and labour expenses, the liability under this policy shall be limited to such proportion of such amounts as the amount insured bears to the whole value of the goods directly involved in the disaster, but there can be no abandonment to the insurer of such goods.

5 *Other Insurance:* In the event that there is any other insurance of the same interest covering the same goods at the time of the happening of a loss in respect of those goods, this insurer shall be liable only for payment of a rateable proportion of the loss.

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6 Subrogation: In all cases of loss the insured shall, at the request of the insurer or its agents, assign and subrogate all their rights and claims against others to this insurer to an amount not exceeding the sum paid by this insurer and permit suit to be brought in the insured's name, but at this insurer's expense, and the insured further agrees to render all reasonable assistance in the prosecution of said suit or suits. This insurer is not liable for any loss which, without its consent, has been settled or compromised with others, who may be liable therefor.

7 Suit Against Insurer: No suit or action on this policy for the recovery of any claim is sustainable in any court unless the insured has fully complied with all the requirements of this policy or unless the suit or action is commenced within 12 months next following the happening of the loss.

8 Automatic Reinstatement: Any loss hereunder does not reduce the amount of insurance.

9 Cancellation: This policy, or certificate issued hereunder, may be cancelled at any time at the request of the insured and with consent of the Highway Traffic Board or by the insurer by giving 30 days' notice of cancellation to the insured and the Highway Traffic Board. If this policy or certificates issued hereunder is cancelled as provided in this agreement, the premium having actually been paid, the unearned portion shall be returned on surrender of this policy or certificate issued pursuant to this agreement, this insurer retaining the premium paid above the minimum premium at the customary short rate for the time that the policy or certificate has been in force, except that when this policy is cancelled by this insurer by giving notice, it retains only the *pro rata* premium. Notice of cancellation to the last known address of the insured shall be a sufficient notice to the insured.

10 Agent of Insured: If any party or parties other than the insured have procured this policy, a certificate issued pursuant to this policy, or any renewal of or endorsement on this policy, they are deemed to be the agent of the insured and not of this insurer in any and all transactions and representations relating to this insurance.

11 Valuation Clause: All goods and merchandise for which the insured's liability is insured pursuant to this agreement are, by agreement, valued at the amount of invoice or, if not under invoice, at cash market value on the date and at the place of shipment, except, however, the liability of this insurer shall not exceed the value as shown in shipping costs or bills of lading, if any.

12 Set or Part Clause: In the event of loss or damage as a result of a peril insured against to any article consisting, when complete for sale or use, of several parts, the insurer shall only be liable for an amount not exceeding the value of the part lost or damaged.

13 Labels: In case of loss affecting labels, capsules or wrappers, the loss is to be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers, and reconditioning the goods.

PART II

Uniform Conditions of Carriage for General Merchandise Transport

- 1(1) For the purposes of this Part, “**carrier**” means freight transporter.
- (2) The custody and carriage of any goods that come into the possession of a carrier for carriage and delivery by him as freight are subject to the following terms and conditions which shall govern all relations of the shipper, consignee and carrier:
- (a) the carrier of the goods described in the bill of lading is liable for any loss of or damage to goods accepted by him or his agent except as hereinafter provided;
 - (b) where a shipment is accepted for carriage by more than one carrier, the carrier issuing the bill of lading (hereinafter called the originating carrier) and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier) in addition to any other liability hereunder are liable for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved;
 - (c) the originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount of the loss or damage that the originating carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from loss of or damage to the goods while they were in the custody of such other carrier, and when shipments are interlined between carriers, settlement of concealed damage claims shall be prorated on the basis of revenues received;
 - (d) nothing in clauses (b) or (c) deprives a consignor or consignee of any rights he may have against any carrier;
 - (e) the carrier shall not be liable for loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Queen’s or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law, quarantine or differences in weights of grain, seed or other commodities caused by natural shrinkage;
 - (f) no carrier is bound to transport the goods by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the bill of lading and signed by the parties thereto;
 - (g) in the case of physical necessity where the carrier forwards the goods by a conveyance that is not a licensed-for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed-for-hire vehicle;
 - (h) where goods are stopped and held in transit at the request of the party entitled to so request, the goods are held at the risk of that party;

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- (i) subject to clause (j), the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, shall be computed on the basis of:
- (i) the value of the goods at the time and place of shipment including the freight and other charges if paid; or
 - (ii) where a lower value than that referred to in subclause (i) has been represented in writing by the consignor or has been agreed upon, such lower value shall be the maximum liability;
- (j) the amount of any loss or damage computed under subclause (i)(i) or (ii) shall not exceed \$4.40/kg (\$2 per pound) computed on the total weight of the shipment, unless a higher value is declared on the face of the bill of lading by the consignor;
- (k) where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss or damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence from negligence shall be on the carrier;
- (l) no carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or the delivering carrier within 60 days after the delivery of the goods, or in the case of failure to make delivery, within nine months from the date of shipment, and the final statement of the claim must be filed within nine months from the date of shipment together with a copy of the paid freight bill;
- (m) no carrier is bound to carry any documents, specie or any articles of extra-ordinary value unless by a special agreement to do so, and if such goods are carried without a special agreement and the nature of the goods is not disclosed thereon, the carrier shall not be liable for any loss or damage in excess of the maximum liability stipulated in clause (j);
- (n) if required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery and if upon inspection it is ascertained that the goods shipped are not those described in the bill of lading, the freight charges must be paid upon the goods actually shipped, with any additional charges lawfully payable thereon, and should a consignor fail to indicate that a shipment is to move prepaid or fail to indicate how the shipment is to move, it will automatically move on a collect basis;
- (o) every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense;

- (p) where, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instructions, and pending receipt of such disposal instructions:
- (i) the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or
 - (ii) provided that the carrier has notified the consignor of his intention, the goods may be removed to and stored in a public or licenced warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage;
- (q) where notice has been given by the carrier pursuant to clause (p), and no disposal instructions have been received within 10 days from the date of such notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which such notice has been given;
- (r) subject to clause (s), any limitation on the carrier's liability on the bill of lading, and any alteration, addition or erasure in the bill of lading shall be signed or initialed by the consignor or his agent and the originating carrier or his agent and unless so acknowledged shall be without effect;
- (s) it shall be the responsibility of the consignor to show correct shipping weights of the shipment on the bill of lading, and where the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown thereon is subject to correction by the carrier;
- (t) with respect to C.O.D. shipments:
- (i) a carrier shall not deliver a C.O.D. shipment unless payment is received in full;
 - (ii) the charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the bill of lading;
 - (iii) a carrier shall remit all C.O.D. monies to the consignor or person designated by him within 15 days after collection;
 - (iv) a carrier shall keep all C.O.D. monies separate from the other revenues and funds of his business in a separate trust fund or account;
 - (v) a carrier shall include as a separate item in his schedule of rates the charges for collecting and remitting money paid by consignees.

PART III

Conditions Of Carriage For Express Transport

1 The custody and the carriage of goods that come into the possession of an express transporter for carriage and delivery by him as express are subject to the following terms and conditions which shall govern all relations of the shipper, consignee and express transporter:

(a) an agreement entered into between the shipper and the transporter shall extend to and be binding upon the shipper and all persons in privity with him, claiming or asserting any right to the ownership or possession of the shipment, and shall inure to the benefit of any person or transporter to whom the shipment may be delivered for the performance of any act, or duty in respect thereof, or in whose custody or charge the same may lawfully be, or on whose vehicles the same is being carried under the agreement, and shall apply to any reconsignment or return thereof;

(b) in the event of the loss or damage of any express shipment, the express transporter is liable to the shipper for the actual value of the shipment to a maximum amount of \$50 notwithstanding that the shipper made no declaration of value and paid no premium to the express transporter;

(c) where:

(i) the shipper declares that the value of a shipment exceeds \$50 and pays to the express transporter a premium calculated as 1% of the difference between the declared value and the minimum liability of \$50 to a maximum premium of \$9.50 pursuant to this clause, notwithstanding that the value of the express shipment exceeds \$1,000; and

(ii) loss or damage of the express shipment mentioned in subclause (i) occurs;

the express transporter is liable for the declared value of the express shipment or the value of the express shipment as prescribed in clause (e) to a maximum of \$1,000;

(d) notwithstanding clause (c), on express mutual written agreement between the express transporter and the shipper, the express transporter may assume liability and provide insurance in excess of \$1,000 for the loss or damage of a shipment that the shipper declares has a value in excess of \$1,000, and the premium payable by the shipper to the express transporter for this additional insurance is as set out in the agreement;

(e) where the actual value of a lost or damaged express shipment exceeds the declared value, the express transporter is liable for an amount calculated as the product of:

(i) the ratio that the value of the loss or damage bears to the actual value of the express shipment; and

(ii) the declared value;

- (f) no express transporter is liable under clause (c) or (e) or pursuant to an agreement under clause (d) for an amount exceeding the actual value of the express shipment at the time of its receipt by the express transporter, including express and other charges if paid, and duty if payable or paid and not refunded;
- (g) executed policies, money, specie, completely signed and executed bonds, coupons, bank notes and negotiable paper, or incompletely executed legal tender and bank notes, jewelry and precious stones shall not be packed or included with a shipment of ordinary express, and if so packed, the transporter shall not be liable for loss of or damage to such goods;
- (h) the transporter is not liable:
 - (i) for difference in weight or quantity caused by shrinkage, leakage or evaporation or for loss or damage occurring after 48 hours exclusive of legal holidays, after notice of the arrival of the shipment at destination or at point of delivery has been mailed to the address of the consignee, unless in either case such loss or damage is caused by the negligence of the transporter;
 - (ii) for any loss, damage or delay caused by an act of God, the Queen's or public enemies, the authority of the law, quarantine, riot, strike, defect or inherent vice in the goods, or an act or default of the shipper or owner;
 - (iii) for any loss or damage caused by the delay or by injury to, or loss or destruction of the shipment, or any part thereof, from conditions beyond the control of the transporter, unless such loss or damage is caused by the negligence of the transporter, upon whose motor vehicle or property the shipment was at the time such loss or damage occurred;
 - (iv) for any loss or damage occurring in a customs warehouse;
 - (v) for any loss, damage or delay resulting from improper or insufficient packing, securing or addressing, or from chafing where packed in bales;
 - (vi) for any loss or damage, if clause (g) is violated;
 - (vii) for any damage to or loss of any fragile article or to a shipment consisting wholly or in part of or contained in glass, unless so described upon the package containing the same, unless such damage or loss is due to the negligence of the transporter, his agents or employees;
 - (viii) for loss or damage from any delay beyond his control, or caused by the refusal of any railway or other transportation line to receive or forward the shipment owing to any unusual or unforeseen movements of or interference with traffic;
 - (ix) for loss or damage in any way arising out of the examination by or partial delivery to the consignee of C.O.D. shipments;
 - (x) for any loss or damage to a shipment arising from its condition, or from its nature, or propensities or for delay, injury to, or loss of such, unless the delay, injury or loss is caused by the negligence of the transporter;

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- (xi) for any damage, partial loss or shortage, unless written notice thereof is given at any office of the transporter within 30 days after delivery;
- (xii) for any loss or damage occurring to a shipment addressed to a point where there is no agent of the transporter after the shipment has been left at such place;
- (xiii) for non-delivery, loss or destruction of the shipment, unless written notice thereof is given at any office of the transporter within 30 days after the time delivery should in the ordinary course of transit have been made;
- (i) duty and custom house expenses shall be guaranteed by the shipper;
- (j) delivery arrangements shall be as follows:
 - (i) at points where the transporter has delivery service, tender of the shipment for delivery to the consignee shall be made at the address given, if within such delivery limits;
 - (ii) where there is no delivery service, the transporter shall forthwith notify the consignee at the address given of the arrival of the shipment;
 - (iii) the transporter shall not be held liable to deliver to addresses outside delivery limits;
 - (iv) if a transporter has not an office at the place to which the shipment is addressed, then unless otherwise routed, the transporter only agrees to carry the same and deliver the shipment to any connecting transporter for furtherance to destination;
- (k) if any C.O.D. money, other than the charges for transportation is to be collected from the consignee upon the delivery of the shipment and the same is not paid within 10 days, the transporter may return the shipment and collect the charges for transportation both ways, and the liability of the transporter shall be that of warehouseman only while the shipment remains in his possession for the purpose of making such collection.

PART IV

Uniform Conditions Of Carriage For Household Goods Transport

- 1(1) The transportation of household goods by any transporter is subject to the terms and conditions set out in this Part and in the event of a conflict between this Part and the remaining provisions of these regulations, this Part shall govern.
- (2) A bill of lading shall be completed as provided herein for each shipment and it shall not be initialed but shall be signed in full by the consignor and the original contract carrier or his agent as an acceptance of all terms and conditions contained herein.

- (3) Every bill of lading issued under these provisions shall contain at least the following information:
- (a) the name and address of the consignor;
 - (b) the date of the shipment;
 - (c) the originating point of the shipment;
 - (d) in a conspicuous place, the name of the original contracting carrier and his telephone number;
 - (e) the name of connecting carriers, if any;
 - (f) in a conspicuous place, the name of the destination agent, if different from the original contracting carrier, and his telephone number;
 - (g) the name, address and telephone number of the consignee;
 - (h) the destination of the shipment;
 - (i) an inventory of the goods comprising the shipment which may be attached to, and then becomes part of, the bill of lading.
- (4) Every bill of lading issued under these provisions shall contain:
- (a) a provision stipulating whether the goods are received in apparent good order and condition, except as noted on the inventory;
 - (b) notwithstanding clause (a), a statement indicating that the signature of the consignee for receipt of the goods shall not preclude future claim for loss or damage made within the time as prescribed by the bill of lading;
 - (c) a space to show the declared value of the shipment;
 - (d) a space to show the actual amount of freight and all other charges to be collected by the carrier;
 - (e) a statement to indicate that the uniform conditions of carriage apply;
 - (f) a space to note any special services or agreements between the contracting parties;
 - (g) a space to indicate date or time period agreed on for delivery;
 - (h) a statement clearly setting out the extent of the carrier's liability;
 - (i) a space for the signature of the consignor.
- (5) The carrier of the goods herein described is liable for any loss of or damage to goods accepted by him or his agent, except as herein provided.
- (6) Where a shipment is accepted for carriage by more than one carrier, the original contracting carrier and the carrier who assumes responsibility for delivery to the consignee (hereinafter called the delivering carrier), in addition to any other liability hereunder, are liable jointly and severally for any loss of or damage to the goods while they are in the custody of any other carrier to whom the goods are or have been delivered and from which liability the other carrier is not relieved.

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(7) The original contracting carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the goods are or have been delivered the amount of loss or damage that the originating contracting carrier or delivering carrier, as the case may be, may be required to pay hereunder resulting from any loss of or damage to the goods while they were in the custody of such other carrier.

(8) Nothing in subsections (6) or (7) deprives a consignor or consignee of any rights he may have against any carrier.

(9) A carrier shall not be liable for:

(a) loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Queen's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law or quarantine;

(b) any of the following matters unless caused by his negligence or that of an agent or employee of the carrier:

(i) damage to fragile articles that are not packed and unpacked by the contracting carrier, his agent or employee;

(ii) damage to the mechanical, electronic or other operations of radios, phonographs, clocks, appliances, musical instruments and other equipment, irrespective of who packed or unpacked such articles, provided that where the preparation and servicing of such goods for shipment was undertaken by a party other than the contracting carrier, his agent or employee, no liability shall attach to any carrier for any resulting inadequacies in the functioning of such goods;

(iii) deterioration of or damage to perishable food, plants or pets;

(iv) loss of contents of consignor packed articles, unless the containers used are opened for the carrier's inspection and articles are listed on the bill of lading and receipted for by the carrier;

and the burden of proving the absence of such negligence shall be on the carrier;

(c) damage to or loss of a complete set or unit when only part of such set is damaged or lost, in which event the carrier shall only be liable for repair or recovering of the lost or damaged piece or pieces;

(d) damage to the goods at place or places of pick-up at which the consignor or his agent is not in attendance;

(e) damage to the goods at place or places of delivery at which the consignee or his agent is not in attendance and cannot give receipt for goods delivered.

(10) At the time of acceptance of the contract, the original contracting carrier shall provide the consignor with a date or time period within which delivery is to be made and failure by the carrier to effect delivery within the time specified on the face of the bill of lading shall render him liable for reasonable food and lodging expenses incurred by the consignee.

- (11) Failure by the consignee to accept delivery when tendered within the time specified on the bill of lading shall render him liable for reasonable storage in transit, handling and redelivery charges incurred by the carrier.
- (12) In case of physical necessity where the carrier forwards the goods by a conveyance that is not a licensed-for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed-for-hire vehicle.
- (13) Where goods are stopped or held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.
- (14) Subject to subsection (15), the amount of any loss or damage for which the carrier shall be liable, whether or not the loss or damage results from negligence of the carrier or his employees or agents, shall be computed on the basis of the value of the lost or damaged article at the time and place of shipment.
- (15) The amount of any loss or damage computed under subsection (14) shall not exceed the greater of the value declared by the shipper or \$4.41/kg computed on the total weight of the shipment, provided that, where the consignor releases the shipment to a value of \$1.32/kg per article or less in writing, the amount of any loss or damage computed under subsection (14) shall not exceed such lower amount.
- (16) Where the value declared by the shipper or \$4.41/kg computed on the total weight of the shipment applies, additional charges to cover the additional coverage over \$1.32/kg per article shall be paid by the consignor.
- (17) Where it is agreed that the goods are carried at the risk of the consignor of the goods, such agreement covers only such risks as are necessarily incidental to transportation and the agreement shall not relieve the carrier from liability for any loss, damage or delay which may result from any negligent act or omission of the carrier, his agents or employees and the burden of proving absence of negligence shall be on the carrier.
- (18) No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed in respect of such loss, damage or delay is given in writing to the original contracting carrier or the delivering carrier within 60 days after delivery of the goods, or, in the case of failure to make delivery, within nine months from the date of shipment.
- (19) The final statement of the claim must be filed within nine months from the date of shipment.
- (20) Either the original contracting carrier or the delivering carrier, as the case may be, shall acknowledge receipt of claim within 30 days of receipt of the claim.
- (21) No carrier is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so and, if such goods are carried without a special agreement and the nature of the goods is not disclosed on the face of the bill of lading, the carrier shall not be liable for any loss or damage.

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(22) If required by the carrier, the freight and all other lawful charges accruing on the goods shall be paid before delivery, provided that, where the total actual charges exceed by more than 10% the total estimated charges, the consignee, subject to subsection (23), shall be allowed 15 days after the day on which the goods are delivered, excluding Saturdays, Sundays and holidays, to pay the amount by which the total actual charges exceed 110% of the total estimated charges.

(23) The 15-day extension provided for in subsection (22) does not apply where the carrier notifies the consignor of the total actual charges immediately after the goods are loaded or where the carrier receives a waiver of the extension provision signed by the consignor.

(24) Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law, shall indemnify the carrier against all loss, damage or delay caused thereby, and such goods may be warehoused at the consignor's risk and expense.

(25) Where, through no fault of the carrier, the goods cannot be delivered, the carrier shall immediately give notice to the consignor and consignee that delivery has not been made and shall request disposal instructions.

(26) Pending the receipt of such disposal instructions:

(a) the goods may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or

(b) provided that the carrier has notified the consignor of his intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor without liability on the part of the carrier and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(27) Subject to subsection (28), any additional limitation on the carrier's liability on the bill of lading and any alteration, addition or erasure on the bill of lading shall be signed or initialed by the consignor or his agent and the original contracting carrier or his agent and unless so acknowledged shall be without effect.

(28) It shall be the responsibility of the original contracting carrier or his agent to show the correct tare, gross and net weights on the bill of lading by use of a certified public scale, and to attach the weigh scale ticket to his copy of the bill of lading, and in cases where certified public scales are not available at origin, or at any point within a radius of 16 kilometres thereof, a constructive weight based on 112 kilograms per cubic metre of properly loaded van space shall be used.

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