

## CCM ROAD SERVICE POLICY - MWCP

Revised 05 FEB 2015

### General

With the exception of MAJOR ROAD SERVICE REPAIRS ONLY (as defined below) Motor Carriers using CCM Pool equipment in need of road service will make arrangements for repairs. Individual repairs made must be of equal quality to restore the equipment to original manufacturer's specifications. Except as outlined below, the costs for these repairs are to be paid by the Motor Carrier at the time of service. Incomplete repairs, or repairs of inferior quality that are not to the original equipment manufacturer specifications, will not be reimbursed to the Motor Carrier. Cost of repairs required by the Pool to complete any improper repairs will be re-billed to the Motor Carrier within 30 days of the receipt of the chassis or the invoice from the MC.

### Liability of Expenses

Before accepting delivery of a MWCP chassis, drivers shall conduct a pre-trip inspection in accordance with the rules and regulations of the FMCSA and the pre-trip inspection guidelines set out in Exhibit A of the UIAA.

The pool will assume responsibility for road service expenses incurred by the Motor Carrier (MC) resulting from defective equipment failure due to normal wear and tear. In the case of tire failure, this will include peeled retreads holding air, casing and/or tread separations.

MC's will assume responsibility for expenses resulting from operational damage and/or neglect. In case of tire failure, this will include failure due to impact break, cuts, curbing, dragging, run flat, slid flat, etc., or tires that have been run on to the point where the original cause of failure can no longer be determined. For example, if a driver continues to ride on a tire after it has lost air and gone flat, this will often result in the failure of the adjacent tire due to overload, as it cannot carry the load for both tires. In such cases, one tire (the first to fail) will usually appear to have been run flat, or destroyed, while the other (second tire to fail) will appear as a casing failure, separation, peeled cap, or may even become destroyed as well. In these instances, the MWCP will not cover the cost of replacement of the second tire failure, which will be for motor carrier's account. Additionally, the MWCP will only pay for the first tire failure if that failure can still be identified to MWCP's satisfaction as being for MWCP's account.

Replacement parts must be new and tires must be either New OEM or New recap tires. Used replacement tires or parts will not be accepted and will not be reimbursed.

### Major Mechanical Repairs

In the case of major repairs, which are defined as repairs to wheel ends or other major mechanical defects not caused by an accident, the Pool requires that the MC contact the Pool Manager (PM) prior to repair. The PM will evaluate the need for road service and make the best decision to mitigate cost. If the repairs are approved by the PM, the MC will receive a Purchase Order (PO) for that repair.

After normal business hours the MC with a major mechanical defect on a chassis must call a Pool approved OTR vendor directly. The MC must notify the PM as early as possible the next business day of any OTR mechanical service required, and receive a PO number. Unless pre-arrangements are made with the Pool, MC's performing such repairs and not utilizing one of the approved OTR vendors could result in denial of reimbursement, and are subject to rebill if the repairs are not properly performed.

### **Return of Parts/Tires Replaced over the Road**

The MC will be responsible for returning failed parts/tires for any road service repair for which they will pursue reimbursement of expenses. Returns will be made to the originating location, or if not returning the chassis there, to a pool destination where the MC will receive a receipt for tires/parts. If the MC is returning the chassis to a destination where a receipt is not available, the MC will have the returned items noted on the inbound TIR/EIR/delivery receipt, and notify the pool M&R vendor for the returning location. If the M&R vendor is not available at the time of interchange, the MC must contact the Pool office the next business day.

*NOTE: If pre-arranged with the pool manager and/or CCM Corporate M&R, and the MC receives written permission from the Pool Manager or CCM Corporate M&R, the MC may be allowed to provide pictures of the damaged parts/tires. In this case the parts/tires do not have to be returned to a Pool facility and no receipt is required. However the pictures must be included with the rebill information required below.*

### **Procedures for Reimbursement**

If it is the opinion of the MC that the road service repairs performed were due to equipment failure and are the pool's responsibility, the MC may pursue reimbursement by submitting an invoice to the pool. Such an invoice must be accompanied by copies of the road service vendor's invoice and the receipt showing the return of the failed parts or tires.

If upon inspection of the failed parts or tires the pool determines the failure to be owner responsibility, the pool will approve the invoice for payment. If upon inspection of the failed parts or tires it is determined the failure is the MC responsibility, or if the failed parts or tires were not returned the pool will reject the invoice for payment. In either case, should the repairs made and the parts or tires replaced do not restore the equipment to its original condition (same size and type and meeting IICL criteria) the MC will be invoiced for the cost of the pool to do so.

Parts or tires will be held by the pool for 14 days from the date of return in the event of a dispute over responsibility.

### **Invoice Submission Requirements**

The following documents are required for any Motor Carrier seeking reimbursement by the Pool for the recovery of costs associated to an Over the Road service call event.

1. An original, uniquely numbered invoice that has the following details:
  - a. Chassis Number
  - b. Container Number
  - c. Invoice date
  - d. Date of breakdown

- e. Repair Service Vendor name, address and phone number
  - f. Location of breakdown (address or road location)
  - g. Cost of services performed (must match road service amount).
  - h. Any information required below that was not included in the OTR vendors original work order and/or invoice.
2. Over-the-road Service vendor's original work order & invoice showing:
- Date and time of repair
  - Chassis #
  - Container #, if applicable
  - Service Vendor's printed name (clearly legible), address, telephone #
  - Trucking company name that made the emergency service call - must match invoice.
  - Truck driver's name and signature.
  - *If the MC has pre-arranged with the PM to accept pictures in lieu of parts, pictures must be included showing detail of damage to parts/tires.*
  - *Copy of letter from the PM or Corporate M&R allowing MC use of pictures in lieu of returning parts/tires.*
  - Copy of Bill of Landing or cargo manifest of container load not required, but the Pool reserves the right to request and receive proof of cargo weight.
  - Itemized list of all repair items addressed during the road service call and reasons for correction.
  - If tire(s) is (are) replaced - reason for tire replacement
  - Tire Position/s on chassis
  - Replacement tire type - such as 1000 x 20 or 1122.5 tubeless Bias OEM or recap.
  - Brand, DOT number and Recap off and on. All information must be on the original vendor receipt, and not added on.
  - DOT Number must include Date Code, for example 1211
  - Tire reimbursement not to exceed \$350 total. Any exceptions will be decided on a case by case basis.
  - Approved Pool OTR vendor work order if applicable.
  - Original of fully executed receipt for part/s obtained from the Pool facility or a copy if receipt sent to trucking company after return of parts.
  - Issuance of parts and/or tire receipt does not authorize reimbursement
  - Cause of failure must be verified by CCM M&R staff.
  - Invoice must be submitted with complete documentation and received by the Pool within 45 days of the service incident or, if using an approved OTR vendor, within 45 days of the OTR vendors invoice. Invoice and all supporting documents may be sent to Pool at: