



General Terms and Conditions

Customers Without a Standing Offer Agreement

Effective September 3, 2024

canadapost.ca/postalservices

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Important updates

Description of Change	Location
Revision v1.4 (Posted on September 3, 2024)	Effective on September 3, 2024
Photo Delivery Confirmation – Clarified claims	Section 12.1.4
Revision v1.3 (Posted on August 1, 2023)	Effective on August 1, 2023
Added COD amount definition	Section 1
Replaced Fragile Items definition	Section 1
Replace the Products and Services definitions	Section 1
Replaced the entire Section 12 Limitation of Liability.	Section 12
Revision v1.2 (Posted on January 10, 2022)	Effective on January 10, 2022
Removed Proof of identity	Section 12.1.8
Revision v1.1 (Posted on July 15, 2021)	Effective on July 15, 2021
Added definition for Peak Period	Section 1
Clarified days in On-Time Delivery Guarantee – Claims for Delay.	Section 12.1.8
Amendment v1.0 (Posted on January 11, 2021)	Effective on January 11, 2021
Clarified days in On-Time Delivery Guarantee – Claims for Delay.	Section 12.1.8

When the document is amended or revised, the version number will be modified as follows:

- an amendment increases the first digit in the version (e.g., version 2.0, 3.0)
- a revision increases the second digit in the version (e.g., version 1.1, 1.2).

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General Terms and Conditions Without a Standing Offer Agreement

The following General Terms and Conditions apply to Products and Services for Customers mailing without a Canada Post “Standing Offer Agreement”. All other mailings must meet the requirements outlined in the applicable Canada Post “Standing Offer Agreement”, which must be in effect between the Customer and Canada Post.

1 Definitions

1.1

“Agreement” has the meaning set out in [Section 9](#).

1.2

“Applicable Published Prices” means, with respect to each Product and Service, the applicable prices, including any applicable fees, charges or surcharges, and less any applicable rebates, set by Canada Post and in effect at the time of mailing, as published and/or made available by Canada Post for general application to its customers, as amended from time to time. Visit canadapost.ca/postalservices for the Applicable Published Prices.

1.3

“Business Day” means a day other than Saturday, Sunday, a statutory holiday and any day normally observed as a holiday by Canada Post.

1.4

“COD Amount” means the amount to be collected on behalf of the shipper, by Canada Post, from the addressee or the addressee’s representative, as specified by the shipper on the Collect on Delivery form/shipping label.

1.5

“Electronic Goods” means electronic devices or their mechanisms, memory and all ancillary or related data storage devices, including but not limited to computers, televisions, tablets, cellular phones, smartwatches, audio equipment, media recording devices, cameras, camcorders, GPS and car audio equipment.

1.6

“Fragile Items” means items of an inherently fragile nature, including but not limited to, vinyl records, glass, framed glass, mirrors, crystal, ceramics, pottery, porcelain, and china.

1.7

“Item” means a single item or mail piece prepared and mailed using one of the Products and Services in accordance with this Agreement.

1.8

“Major Urban Centre” is a location with a processing facility for sorting, processing, and distributing parcels and mail. Delivery standards to and from major urban centres are shortest because parcels and mail do not need to be transported to or from a processing facility before they are delivered.

1.9

“Non-Major Urban Centre” is a location without a processing facility. Delivery standards to or from non-major urban centres are longer because non-local parcels and mail need to be transported to or from a processing facility before they can be delivered.

1.10

“Peak Period” means a period of time during which the overall volume of Items deposited by Canada Post customers is likely to be higher than at other times, as determined by Canada Post. Peak Period includes, but is not limited to, the two to four month-long period beginning in October or November every year (as the case may be), with the specific dates as stipulated by Canada Post.

1.11

“Products and Services” means any of the Products and Services offered for sale as described in the *Canada Postal Guide* or other Canada Post publication of application to commercial customers generally, including the applicable Customer Guide.

1.12

Other terms not specifically defined in the General Terms and Conditions have the meaning defined in the *Postal Services Information Glossary*. Visit canadapost.ca/postalservices for more information.

2 Canada Post’s Obligations

2.1

Canada Post agrees to deliver Items of each Product and Service mailed according to the applicable delivery standards set out in the *Canada Postal Guide*. Unless expressly stated, delivery standards established by Canada Post for its Products and Services are not performance guarantees.

2.2

Canada Post agrees to provide or make available to the Customer the *Canada Postal Guide* and other customer information published by Canada Post. Visit canadapost.ca/postalguide for the most current version of the *Canada Postal Guide*.

2.3

Canada Post reserves the right to modify, discontinue Products or Services or otherwise amend requirements including these Terms and Conditions, the *Canada Postal Guide* and prices at any time.

3 Customer’s Obligations

3.1

The Customer agrees that every Item must be properly prepared and meet all applicable criteria including size, weight and any minimum volume requirements as outlined in the *Canada Postal Guide*.

3.2

The Customer agrees to pay for the Items at the Applicable Published Prices and deposit at the applicable location. The Items and price applied are subject to verification, correction and adjustment for any applicable fees, charges, surcharges and taxes.

3.3

The Customer agrees to reimburse Canada Post for any incremental terminal dues costs such as, but not limited to, bulk mail and remail charges that are applied by the receiving Postal Administration, as specified in the *Universal Postal Union Convention*.

3.4

In addition to the indemnity contained in [section 7](#), the Customer shall indemnify Canada Post from any and all claims, demands, loss or damage, direct or indirect, suffered by Canada Post and its Designated Representative

as a result of, or in any way connected to the Customer's failure to abide by the terms and conditions of this Agreement.

4 Exclusive Privilege

4.1

The Customer acknowledges that Canada Post has, pursuant to and in accordance with the *Canada Post Corporation Act* and *Regulations*, the sole and exclusive privilege of collecting, transmitting and delivering letters within Canada. For additional information, visit canadapost.ca/postalguide (Canada Post Corporation).

5 Confidentiality

5.1

Canada Post has policies and procedures in place to protect the confidential information and personal information that it handles. Canada Post is subject to the federal *Privacy Act* and the *Canada Post Corporation Act*. Any third parties who are involved in handling confidential information on behalf of Canada Post are required to agree to appropriate contractual provisions. See Canada Post's Privacy Statement at canadapost.ca.

6 Criteria for Qualification

6.1

All Items must comply with the applicable requirements set out in the *Canada Postal Guide* and the *Canada Post Corporation Act* and *Regulations*; and, for international Items, the *Universal Postal Union* (UPU) requirements and any receiving Postal Administration requirements and the laws of the country of destination; all as may be amended from time to time. Items not complying with these requirements may not be mailed or may not qualify for the service selected. Canada Post retains the right to refuse any Item that, in its sole discretion, deems unacceptable.

6.2

Items presented for mailing to Canada Post may be verified to determine compliance with applicable Terms and Conditions. Items determined not to be compliant may, at the discretion of Canada Post, be:

- a) returned at the Customer's expense, to be made compliant by the Customer, where possible;
- b) processed and charged at the next or most appropriate Product or Service category, where available;
- c) subject to a surcharge;
- d) refused for mailing or
- e) deemed undeliverable, undeliverable items will be disposed of in accordance with the *Canada Post Corporation Act* and *Regulations*.

6.3

Canada Post shall not be responsible for meeting any delivery standard or delivery commitment, where applicable, for delays arising from the mailing of non-compliant Items.

7 Surcharges

7.1

Items mailed under this Agreement may be subject to one or more of the following surcharges:

- Surcharges for non-compliance with mail specification or preparation requirements;
- Fuel surcharge;
- Mailing tube surcharge;
- Additional Handling surcharges (Oversize and Unpackaged);
- Out of spec surcharge.

Details regarding such surcharges are set out on the *Postal Services Information* website at canadapost.ca/postalservices. Canada Post may amend the surcharges at any time.

8 Currency

8.1

Unless expressly noted to the contrary, all monetary amounts are stated and shall be paid in Canadian currency.

9 Entire Agreement

9.1

The Customer agrees that completion of the order documents together with all documents referenced, constitutes the entire Agreement for the services with Canada Post and the Customer agrees to be bound by these provisions.

9.2

All references to this Agreement shall be deemed to include:

- a) The order document(s) (e.g., *Statement of Mailing*, Shipping label, Canada Post receipt);
- b) These General Terms and Conditions;
- c) The *Canada Postal Guide*;
- d) The applicable Price Sheet(s); and
- e) Any documents referenced therein,

all as may be amended from time to time.

9.3

No representations, negotiations, or conditions either verbal or written will bind the parties except as expressly set out by written agreement signed by an appropriate authorized representative of the parties.

10 Governing Law

10.1

If the Customer's address is not in a Canadian province or territory, this Agreement shall be governed by, and interpreted under, the laws in force in the province of Ontario, Canada. The forum for any legal proceedings shall be the province of Ontario, Canada.

11 Excusable Delay

11.1

Canada Post shall not be liable to the Customer for any failure to perform, or delay in the performance of, due to causes beyond its reasonable control, including but not limited to, acts of God, epidemics, labour disruptions or, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment if applicable, delays caused by customs authorities.

12 General Terms and Conditions

12.1 Limitation of Liability and Claims

12.1.1 Types of Claims

There are four (4) types of customer claims under this Agreement:

- **Loss claims** – Claims made by the customer for Items that are lost by Canada Post. Only Items for which Liability Coverage is included or purchased may be eligible for loss claims (other than the reimbursement of shipping charges).
- **Damage claims** – Claims made by the customer for Items that are damaged by Canada Post. For certainty, Items delivered with missing content due to Canada Post's processing or handling (provided that Canada Post's packaging requirements are complied with by the shipper), are considered to be damaged. Only Items for which Liability Coverage is included or purchased may be eligible for damage claims (other than the reimbursement of shipping charges).
- **COD service failure claims** – Claims made by the customer for COD Items (i.e., shipments for which the COD option is purchased) that have been delivered, but for which COD funds have not been submitted to the customer by Canada Post. Only Items for which Liability Coverage is included or purchased may be eligible for COD service failure claims (other than the reimbursement of shipping charges).
- **Delay claims** – Claims made by the customer for delayed delivery of Items. Only Items shipped using a service having an On-Time Delivery Guarantee against published delivery standards may be eligible for delay claims.

No shipment is eligible for more than one (1) claim. Without limiting the foregoing, only one (1) type of claim may be made for a shipment, as between claims for loss, damage, COD service failure, and delay.

Exclusions and conditions apply. Canada Post is not responsible for payment of any loss, damage, COD service failure or delay claim that does not satisfy the requirements of section [12.1 \(Limitation of Liability and Claims\)](#).

12.1.2 Limitation of Liability

Except as otherwise explicitly specified in section [12.1 \(Limitation of Liability and Claims\)](#), Canada Post shall not be responsible for any direct, indirect, general, special, incidental or consequential damages whatsoever arising out of this Agreement, regardless of whether arising under contract, tort (including without limitation, negligence and/or gross negligence) or any other legal theory, even if Canada Post is expressly advised of the possibility of such damages. Without limiting the foregoing:

- a) Canada Post's only liability arising out of this Agreement is for loss claims, damage claims, COD service failure claims, and delay claims made in accordance with, and eligible for payment under, section [12.1 \(Limitation of Liability and Claims\)](#). A brief description of each type of claim is set out in section [12.1.1 \(Types of Claims\)](#). Canada Post's only liability for any such claims is as explicitly set out in sections [12.1.5 \(Obligation to Repair, Replace, or Pay a Claim for Lost or Damaged Items\)](#), [12.1.6 \(Payment for Loss, Damage and COD Service Failure Claims\)](#), [12.1.10.2 \(Obligation to Provide Replacement Service or Pay a Claim for Delayed Items\)](#), and/or [12.1.10.3 \(Delay Claims Payments\)](#), as applicable; and
- b) Canada Post shall have no liability whatsoever for any loss or damage of a consequential, remote or indirect nature arising from, or in any way connected with, Canada Post's failure to deliver, or delay in delivering time-sensitive mailings on time. Such loss or damage shall expressly include without limitation, loss or damage arising from the mailing of tenders, proposals, court documents, or solicitations of any kind.

This limitation of liability applies to the fullest extent permitted by law.

12.1.3 Availability of Liability Coverage – Loss, Damage and COD Service Failure Claims

Liability Coverage (plus applicable shipping charges) sets out the maximum amount payable by Canada Post for loss claims, damage claims, and COD service failure claims. Exceptions and conditions apply. Refer to sections [12.1.4 \(Exclusions and Restrictions on Claims\)](#), [12.1.5 \(Obligation to Repair, Replace, or Pay a Claim for Lost or Damaged Items\)](#) and [12.1.6 \(Payment for Loss, Damage and COD Service Failure Claims\)](#) for further details.

- a) **Parcel Services – Canada.** Most shipments mailed and delivered within Canada (excluding Literature for the Blind) using any one of the following services:

- Priority™;
- Xpresspost™ (excluding Xpresspost Certified);
- Expedited Parcel™ (available to Solutions for Small Business Customer™ only);
- Regular Parcel™ (excluding Library materials); or
- Prepaid products (excluding Xpresspost Certified);
- Flat rate box.

include Liability Coverage of up to \$100, except for Regular Parcel. For certainty, Liability Coverage is not offered for Xpresspost Certified, regardless of whether it is ordered as a prepaid product. Notwithstanding anything to the contrary:

- i) the first \$100 of Liability Coverage must be purchased for the Regular Parcel service, and
- ii) Prepaid products do not offer the COD option.

Additional Liability Coverage may be purchased in increments of \$100 up to \$5,000 for most items shipped within Canada using the services listed above. Except for the Priority service, which offers the Signature option at no extra charge, purchase of the Signature option is mandatory when purchasing additional Liability Coverage of \$200 or more.

Flat rate box includes up to \$100 in liability coverage and no additional liability coverage is available.

- b) **Parcel Services – U.S. and Other International Destinations.** Most shipments mailed using any one of the following services:

- Xpresspost™ – USA;
- Xpresspost™ – International;
- Expedited Parcel™ – USA (available to Solutions for Small Business™ Customer only);
- Tracked Packet™ – USA and Tracked Packet™ International;
- International Parcel™ – Air; or and International Parcel™ – Surface,

include Liability Coverage of up to \$100. Additional Liability Coverage may be purchased in increments of \$100 up to \$1,000 for most U.S. and international shipments, except for Tracked Packet™ – USA and Tracked Packet™ – International.

Note: Liability Coverage is not available for Small Packet™ USA – Air, Small Packet™ International – Air, and Small Packet™ International – Surface.

- c) All options (including without limitation, additional Liability Coverage, Signature, and COD) must be selected at the time of shipping to ensure they are properly captured and linked to the unique tracking number. Canada Post will not refund the shipper for excess Liability Coverage purchased. Additional Liability Coverage purchased does not apply to any returns, including without limitation, Return to Sender and return solutions/parcel return labels.

Only the following reissuing fees are covered under available Liability Coverage for loss and damage claims: passport fees, duplicate passport photo cost, immigration visa fees, driver's licence fees, birth certificate fees, financial instrument cancellation fees, airline tickets reissuing fees, and additional postage fees.

Exclusions and conditions apply. The availability and limits of Liability Coverage may vary based on a number of factors, including without limitation, destination country, service used, nature of the Item being shipped, and compliance with this Agreement.

12.1.4 Exclusions and Restrictions on Claims

Notwithstanding anything to the contrary and regardless of whether other items were included in the shipment:

- a) Shipments containing any of the following items are not eligible for any loss, damage, or COD service failure claims:
 - bank notes or coins, with the exception of collectors' bank notes and collectors' coins specified in [12.1.4 \(b\)](#) below;
 - stocks;
 - bonds;
 - negotiable premium coupons, or other securities or other instruments, whether financial or legal, that are negotiable by the bearer, coupons (excluding gift certificates);
 - lottery tickets;
 - trading stamps;
 - loyalty cards;
 - travellers' cheques;
 - liquid and dry patient specimens, including without limitation, biological specimens;
 - cremated remains;
 - organs;
 - living organisms, including without limitation, plants and animals; or
 - any unacceptable item as defined by the [Non-mailable Matter Regulations](#), as amended from time to time (for more details, visit canadapost.ca/nonmailable).
- b) The maximum per claim amount payable by Canada Post for loss, damage, and COD service failure claims is limited to:
 - i) \$500 for shipments containing:
 - collectors' coins that are shipped directly from a retailer and are accompanied by an order confirmation from the retailer;
 - jewellery;
 - manufactured and non-manufactured precious stones and metals;
 - cancelled or uncanceled postage stamps; or
 - any item that is not otherwise specified in section [12.1.4 \(Exclusions and Restrictions on Claims\)](#) and derives its value primarily from its uniqueness, limited quantity or availability, or from being a collectible, including but not limited to trading cards, memorabilia, comic books, autographed items, antiques and art.
 - ii) \$100 for shipments containing:
 - collectors' bank notes that are shipped directly from a retailer and are accompanied by an order confirmation from the retailer;
 - gift certificates;
 - gift cards; or
 - phone cards.
- c) Shipments containing any of the following are not eligible for damage claims:
 - Fragile Items;
 - perishable items;
 - temperature-sensitive items; or
 - items requiring refrigeration or temperature-controlled transport.

- d) Shipments containing Electronic Goods are not eligible for damage claims if they are shipped in any packaging other than:
 - the manufacturer's original packaging, which is undamaged and has retained its intended shape and strength;
 - packaging that abides by Canada Post's packaging guidelines (refer to the "ABCs of Mailing" portion of the *Canada Postal Guide* at canadapost.ca/postalguide for more details on packaging guidelines); or
 - Canada Post's packaging for the shipment of electronics, including, but not limited to tablets and smartphones.
- e) Any loss or damage claims made in relation to any type of data storage medium, device or vehicle, regardless of whether or not contained within an Electronic Good, are limited to the replacement cost of the data storage medium, device or vehicle, and not the value of its content. Without limiting the foregoing, Canada Post is not responsible for the loss of data stored on any type of storage medium, device or vehicle, regardless of whether or not contained within an Electronic Good.
- f) Shipments mailed to destinations outside of Canada containing prescription or non-prescription drugs, or other items that may be subject to export or import prohibition or restriction are not eligible for any claims for loss, damage, or delay.
- g) Items shipped in packaging that does not abide by Canada Post's packaging guidelines are not eligible for any claims for loss, damage, or delay. Refer to the "ABCs of Mailing" portion of the *Canada Postal Guide* at canadapost.ca/postalguide for more details on packaging guidelines.
- h) Canada Post is not responsible for any monetary instrument accepted by Canada Post for or on behalf of the customer that is for any reason dishonoured by the issuer thereof. Without limiting the foregoing, the customer is solely responsible for the method of payment tendered by the addressee to Canada Post for COD Items.
- i) No Item is eligible for a COD service failure claim:
 - i) the COD service was used for the collection of funds owed on a previous transaction, or
 - ii) the COD amount exceeds the actual value of the item shipped
- j) No Item is eligible for any claim for loss, damage, COD service failure, or delay if any of the following apply:
 - a common carrier would have been exempt from legal liability;
 - the loss, damage, COD service failure, or delay (as applicable) is not the fault of Canada Post;
 - the Item is lost, damaged, delayed, or experiences a COD service failure due to events not reasonably foreseeable or controllable by Canada Post;
 - the Item is delivered without complaint or evidence of loss, damage, COD service failure, or delay (as applicable), or if insufficient evidence is produced;
 - no scan is recorded on the Item or there is no evidence of the Item being, or having been, in the course of post. A scan that includes the term "shipment" only signifies that the shipping document (or manifest) was scanned and does not indicate a scan recorded on the individual Item;
 - the addressee or sender fails to co-operate with Canada Post's investigation;
 - the Item is of a commercial nature and was not requested by the addressee;
 - the claim is a result of the customer's failure to comply with the requirements applicable to the service selected, including without limitation, shipping items that do not fall within our product specifications and/or are not adequately packaged to ensure safe transit through our network;
 - the claim is for a shipment, or an item contained in a shipment, that is excluded from Liability Coverage or otherwise not eligible for the type of claim made;
 - the loss, damage, delay, or COD service failure was wholly or partially the fault of the sender;
 - the amount claimed is not a direct result of the loss, damage, delay, or COD service failure of the Item;
 - the Item or claim does not comply with all requirements set out in section [12.1 \(Limitation of Liability and Claims\)](#); or

- the claim is for:
 - i) a prohibited item or shipment containing a prohibited item, or
 - ii) a restricted item or shipment containing a restricted item, for which Canada Post's special restrictions and requirements have not been met. See the Non-mailable Matter portion of the *Canada Postal Guide*, and the "ABCs of Mailing" portion of the *Canada Postal Guide* for more details on prohibited and restricted items. The *Canada Postal Guide* can be found at canadapost.ca/postalguide.
- k) No Item is eligible for more than one (1) claim. Without limiting the foregoing, only one (1) type of claim may be made, as between claims for loss, damage, COD service failure, and delay.
- l) No item is eligible for any claim for loss if delivery is evidenced by Photo Confirmation of Delivery.

12.1.5 Obligation to Repair, Replace, or Pay a Claim for Lost or Damaged Items

For valid loss and damage claims, Canada Post may, in its sole discretion:

- i) replace or repair the shipment or Item lost or damaged, or
- ii) make a claims payment to the customer for the lost or damaged shipment or Item in accordance with section 12.1.6 (a) (Loss and Damage Claims Payments).

12.1.6 Payment for Loss, Damage and COD Service Failure Claims

- a) **Loss and Damage Claims Payments.** Every claims payment made by Canada Post for loss or damage of an Item for which Liability Coverage was included or purchased is limited to an amount equal to:
 - i) the lesser of:
 - the amount of Liability Coverage included or purchased at the time of shipment;
 - the maximum per claim amount payable under section 12.1.4 (b) (if applicable); or
 - the actual value of the lost or damaged item shipped. The actual value will equal the sender's cost, retail cost, repair cost, depreciated value, or replacement value, as deemed appropriate by Canada Post in its sole discretion,
 - ii) less any compensation received by the claimant from any other source,
 - iii) plus shipping charges for the Item. Shipping charges consist of the base price, fuel surcharge, and base price adjustments (see the [Consumer Prices guide](#) (Base price of your item) for details), if any. Shipping charges exclude all fees for options (i.e., Signature, Signature Hard Copy, Proof of Age, additional Liability Coverage, COD, Pickup Services, and any other options set out in the Customer Guide), surcharges (other than the fuel surcharge), and any other charges set out in the Customer Guide.

Every claims payment made by Canada Post for loss or damage of an Item for which Liability Coverage was not included or purchased is limited to an amount equal to the Item's shipping charges (see section 12.1.6 (a)(iii) for a description of shipping charges).

No amount will be paid for the loss or damage of any Item, other than what is explicitly set out above.

If a lost Item is found after a claims payment has been made, then the sender or the addressee may take delivery of the Item, provided that Canada Post is repaid for the claims payment and the Item is picked up within three (3) months from the date Canada Post sends Notice that the Item has been found. Canada Post reserves the right, in its sole discretion, to retain any damaged Item if the claims payment is paid in full.

- b) **COD Service Failure Claims Payments.** Every COD service failure claims payment made by Canada Post for an Item for which Liability Coverage was included or purchased is limited to an amount equal to:
 - i) the lesser of:
 - the COD amount;
 - the amount of Liability Coverage included or purchased at the time of shipment; or
 - the maximum per claim amount payable under section 12.1.4 (b) (if applicable),
 - ii) less any compensation received by the claimant from any other source.

Every COD service failure claims payment made by Canada Post for an Item for which Liability Coverage was not included or purchased is limited to an amount equal to the Item's shipping charges (see section 12.1.6 (a)(iii) for a description of shipping charges).

No amount will be paid for any COD service failure other than what is explicitly set out above.

If COD funds are transmitted to the sender of the COD Item after a claims payment has been made, then Canada Post will invoice the sender for the amount of the claims payment.

- c) **General.** Without limiting sections 12.1.6 (a) (Loss and Damage Claims Payments) or 12.1.6 (b) (COD Service Failure Claims Payments), no payment will be made for any expense incurred by the sender or the addressee in submitting a claim for a payment. No interest is payable on any claims payment. The value of the Item must be declared on the shipping documentation. No claims payment will be made where otherwise excluded or restricted under section 12.1 (Limitation of Liability and Claims). All claims payments will be made to the sender of the Item.

12.1.7 Time to Submit a Claim for Loss, Damage or COD Service Failure

Any claim for loss or damage must be submitted to Canada Post within ninety (90) calendar days of the shipping date for domestic shipments, or six (6) months of the shipping date for international shipments. Any claim for COD service failure must be submitted to Canada Post within one hundred and twenty (120) calendar days of the shipping date.

Canada Post is not obligated to act on any claim until all applicable shipping charges have been paid. The first claim must be made under any insurance or other source for compensation obtained elsewhere. Canada Post is not liable to the insurer.

12.1.8 Making a Claim for Loss, Damage or COD Service Failure

To initiate a claim for loss, damage, or COD service failure, the customer must contact the Customer Relationship Network at 1-866-607-6301 or initiate a claim online at canadapost.ca/support. The customer must provide reasonable particulars in support of the claim, including the following documentation:

- a) proof of mailing showing Liability Coverage;
- b) proof of postage;
- c) proof of additional Liability Coverage obtained and paid, if applicable;
- d) proof of COD fee paid and COD amount (applicable only to COD service failure claims);
- e) proof of value (i.e., documentation acceptable to Canada Post showing proof of the sender's value of the lost or damaged item, such value being the sender's cost, retail cost, repair cost, depreciated value, or replacement value, as deemed appropriate by Canada Post in its sole discretion);
- f) any non-recoverable provincial sales tax; and
- g) such other documentation as requested by Canada Post.

12.1.9 Right to Verify Claims

Canada Post reserves the right to independently review and verify any and all claims. For damage claims, upon Canada Post's request, the sender or addressee must make the shipment available for inspection by Canada Post.

Canada Post will deny any claim for insufficient proof or for failure by an addressee or sender to co-operate with Canada Post's investigation.

12.1.10 On-Time Delivery Guarantee – Claims for Delay

10.1 On-Time Delivery Guarantee. Only those services with an On-Time Delivery Guarantee against published delivery standards may be eligible for delay claims. Refer to the Customer Guide for which services include the On-Time Delivery Guarantee as a feature. Refer to the Customer Guide or visit canadapost.ca/deliverystandards for details on delivery standards.

The On-Time Delivery Guarantee is based on the service provided, from the time of acceptance of the Item by Canada Post (as evidenced by the Item's first physical item level scan) to the time delivery was first attempted.

Notwithstanding anything to the contrary, manifest scans do not signify acceptance of any Item for the purpose of the guarantee. Deposits on days other than Business Days are deemed to be accepted on the next Business Day. Items deposited after the last collection time specified on the street letter box or after the cut off time of the postal facility approved by Canada Post are deemed to be deposited on the next Business Day. Visit canadapost.ca/parcelservices/cutofftimes for the list of our facilities and their respective cut-off times. These times are subject to change without notice.

Under the On-Time Delivery Guarantee for Priority™, Xpresspost™ and Expedited Parcel™ shipments within Canada, a claim for delay may only be submitted and will only be paid if, during a Peak Period, the Item is sent by one of these three services and is delivered two or more Business Days after the published delivery standards. The start and end dates for a Peak Period will be posted to canadapost.ca/notice, when available.

The On-Time Delivery Guarantee does not apply to Xpresspost™ and Expedited Parcel™, when shipping items from or to Air Stage offices. The Priority™ service is not available for shipping items from or to Air Stage offices. The On-Time Delivery Guarantee does not apply to Regular Parcel, Package Redirection, and Return to Sender items. The On-Time Delivery Guarantee does not apply if otherwise excluded or restricted under section [12.1.4 \(Exclusions and Restrictions on Claims\)](#) or elsewhere in the Customer Guide.

The On-Time Delivery Guarantee is void if the shipping label is incomplete or illegible, or if the customer is non-compliant with our specifications or requirements, including but not limited to barcode label quality or incomplete or incorrect addressing data. The On-Time Delivery Guarantee is void for shipments that require special handling, such as items that are non-standard in size, dimension or packaging, including but not limited to cylindrical mailing tubes, oversized items, or unpackaged items (see the [Parcel Services shipping Postal guide](#) and the [Consumer Prices guide](#) [Shipping charges and weight]). Failure to comply with our specifications or requirements may result in the Item being returned to the sender for proper completion or could result in delays, non-delivery, voided On-Time Delivery Guarantee, and/or if applicable, fines and customs seizure at the international destination. If your item bears a tracking number that was used on a previous shipment, the item will be returned to the sender.

The On-Time Delivery Guarantee does not apply in the case of delay caused by an event beyond the reasonable control of Canada Post, including but not limited to, inclement weather, acts of God, epidemics, acts of terrorism, acts of war, flight or ferry delays or cancellations, riots, labour disruptions, customs or other regulatory authorities, unanticipated surges in volume, any act or default of the customer, or any failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment if applicable.

The On-Time Delivery Guarantee for any or all services may be cancelled, suspended, or modified by Canada Post, in its sole discretion, at any time without prior notice. Without limiting the foregoing, Canada Post reserves the right to cancel the On-Time Delivery Guarantee without notice if a customer repeatedly fails to meet Canada Post's shipping documentation requirements.

10.2 Obligation to Provide Replacement Service or Pay a Claim for Delayed Items. For valid delay claims, Canada Post may, in its sole discretion:

- i) provide a replacement service equivalent to the service used for the delayed Item, or
- ii) make a claims payment to the customer for the delayed shipment or Item in accordance with section [12.1.10.3 \(Delay Claims Payments\)](#).

10.3 Delay Claims Payments. Every claims payment made by Canada Post for delay is limited to the amount of shipping charges paid for the delayed Item. Shipping charges consist of the base price, fuel surcharge, and base price adjustments (see the [Parcel Services shipping Postal guide](#) (Base price of your item) for details), if any. Shipping charges exclude all fees for options (i.e., Signature, Signature Hard Copy, Proof of Age, Proof of Identity, additional Liability Coverage, COD, Pickup Services, and any other options set out in the Customer Guide), surcharges (other than the fuel surcharge), and any other charges set out in the Customer Guide.

No amount will be paid for the delayed delivery of any Item, other than what is explicitly set out above. Without limiting the foregoing, no payment will be made for any expense incurred by the sender or the addressee in submitting a claim for a payment. No interest is payable on any claims payment. No claims payment will be made where otherwise excluded or restricted under section [12.1 \(Limitation of Liability and Claims\)](#). All claims payments will be made to the sender of the Item.

10.4 Delay Claims – Time to Submit, Making a Claim, and Right to Verify. To initiate a claim for delay, the customer must:

- contact the Customer Relationship Network at 1-866-607-6301, or
- create an online service ticket at canadapost.ca/parcelsupport,

within thirty (30) Business Days from the delivery standard date, according to Canada Post's latest published delivery standards. Canada Post is not obligated to act on any claim until all applicable shipping charges have been paid.

In addition to Canada Post's right to independently review and verify claims as set out in section [12.1.9 \(Right to Verify Claims\)](#), the customer must provide proof of acceptance by Canada Post of the delayed Item.

Canada Post is the sole source of performance data for making payment calculations. Refer to this Customer Guide or visit canadapost.ca/deliverystandards for details on delivery standards.