

CCM OVER THE ROAD (OTR) POLICY

Revised: 9/25/2020

General

Subject to the requirements set forth herein, CCM will allow costs for the repair of wear and tear items on CCM Pool chassis by the CCM authorized OTR service providers listed below ("Approved OTR Vendor") to be billed directly to CCM.

Motor Carriers ("MC") using CCM Pool chassis in need of road service must arrange for any required repairs to be performed by an Approved OTR Vendor and will need to provide a method of payment as the responsible party will not be determined until a service technician has been dispatched.

Road repairs performed by any vendor other than Approved OTR Vendors are not allowed regardless of the party responsible for the charges. Individual repairs made, including repairs for which the motor carrier is the responsible party, must be of equal quality to restore the equipment to the original manufacturer's specifications. Cost of repairs required by the Pool to correct any improper repairs will be re-billed to the MC within -60 days of the receipt of the chassis or the invoice from the MC.

Reimbursable Expenses

Before accepting delivery of a CCM managed 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 UIIA.

CCM will be invoiced directly for over the road repair expenses resulting from equipment failure due to normal wear and tear; provided, that all such work must be performed by an Approved OTR Vendor listed below. In the case of tire failure, this will include peeled retreads holding air, casing and/or tread separations.

All expenses determined by CCM, in its discretion, to result from operational damage and/or neglect shall be for the account of MC. This will, without limitation, include:

- In the case of tire failure, failure due to impact break, cuts, curbing, dragging, run flat, slid flat, etc., or tires that have been run 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 CCM pools will not cover the cost of replacement of the second tire failure, which will be for motor carrier's account. Additionally, CCM will only pay for the first tire failure if CCM, in its discretion, determines that the failure was due to wear and tear as described above.
- Any and all road repairs resulting from failure to perform a proper 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 UIIA. This will, without limitation, include missing parts and components (e.g. twist locks and safety latches, slider pins, landing legs, sand shoes, crank handles, mud flaps, rims, rear underride guard, license plates, brake lines including air hoses and glad hands, missing or expired federal placards or stickers, etc.)

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 paid for by CCM either directly or through reimbursement.

For all repairs that are not performed at roadside, at an in-route truck stop, or at a shipper's or consignee's premises that is less than 25 miles from the Pool location where the MC took possession of the chassis:

- the MC must contact the Pool Manager to make repair arrangements;
- the MC shall be responsible and invoiced for all costs of repairs; and
- the motor carrier may seek reimbursement from CCM only for the cost of labor and parts to repair normal wear and tear items.

Major Mechanical Repairs

In the case of repairs to wheel ends or any other repairs in excess of \$500, MC must contact the Pool Manager (PM) prior to repair. If the repairs are approved by the PM, the Pool will be invoiced directly from the CCM approved OTR service provider.

If such repairs are required after normal business hours, the MC must contact an Approved OTR Vendor directly. Except for instances in which a chassis has been involved in any way in a claims occurrence (as explained below), the Approved OTR Vendor may proceed with repairs prior to approval by the PM.

Return of Parts/Tires Replaced over the Road

In the event the MC wishes to dispute the cause of failure determined by the Approved OTR Vendor the MC must provide photos, both pre and post repair, and submit them to the Pool with their invoice for reimbursement or the MC can retain the damaged parts and return them to a Pool location for a receipt detailing the parts returned and cause of failure. Failure to provide photos or physical return of damaged parts will result in CCM not reimbursing for the repair.

Approved OTR Vendors will hold parts and tires for 14 days for review should CCM or the MC wish to review them. If the MC disputes the cause of failure, the MC shall retrieve the casing and or parts from the Approved OTR Vendor after repairs have been completed and pictures taken. The MC must contact the PM to coordinate return of the parts. The parts should accompany the return of the equipment if possible. The MC shall receive a receipt for the parts. Should the return location not have the ability to issue a receipt, the MC should have the items listed on the inbound TIR/EIR interchange receipt and notify the PM of the return location.

Notwithstanding the foregoing, with respect to tires replaced or repaired over the road, the Approved OTR Vendor shall obtain photographic evidence of the tire and MC shall not be responsible for the return of the tires.

Procedures for Reimbursement

In the event the MC wishes to dispute the Cause of Failure determined by the Approved OTR Vendor, 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, photos (both pre and post) and the

receipt showing the return of the failed parts (other than tires) & any/or other relevant evidence, as detailed below.

If upon inspection of the pictures of the failed parts or tires CCM determines the failure to be owner responsibility, CCM will approve the invoice for payment. If upon inspection of the pictures of failed parts or tires it is determined the failure is the MC responsibility, CCM will reject the invoice for payment. In either case, if 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.

Invoice Submission Requirements

The following documents are required for any MC that seeks to dispute the cause of failure determined by the Approved OTR Vendor for purposes of reimbursement from the pool for the recovery of cost associated to an over the road service event.

- A. An original, uniquely numbered invoice from the MC to CCM that has the following details:
 1. Chassis Number
 2. Container Number
 3. Invoice date
 4. Date of breakdown
 5. Repair service vendor, name, address and phone number
 6. Location of breakdown (address or road location)
 7. Cost of services performed (must match road service amount)
 8. Any information required below that was not included in the vendor's original work order and / or invoice.
 9. Pre and post inspection photos of component(s) being replaced (other than tire repair/replacement)
 10. Copy of Bill of Lading or cargo manifest of container load is not required, but CCM reserves the right to request and receive proof of cargo weight.
- B. Approved OTR Vendor's original work order and invoice to the MC showing:
 1. Date and time of repair
 2. Chassis number
 3. Container number, if applicable
 4. Service Vendor's printed name (clearly legible), address, phone number
 5. Trucking company's name that made the emergency service call- must match invoice.
 6. Truck driver's name and signature.
 7. Itemized list of all repair items addressed during the road service call and reasons for correction.
 8. If tire(s) is (are) replaced- reason for tire replacement
 9. Tire position(s) on chassis
 10. Replacement tire type- such as 1000 x20 Bias OEM or Recap
 11. Brand, full DOT number of tire on and off. All information must be on the original vendor receipt, and not added on.
 12. Dot number must be full code as well as date; if a recap code is present it must also be included.
- C. Original of fully executed component receipt obtained from pool facility or a copy if receipt was sent to MC after return of parts.
 1. Issuance of parts/components receipt does not authorize reimbursement.
 2. 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 date of vendor's invoice. Invoice and all supporting documents must be sent to the PM at the applicable pool office listed below, either via USPS or email.

DCCP

Email: Ayoungs@ccmpool.com

Mailing Address:

DCCP
3570 E. 12th Ave. Suite 200
Denver, CO 80206

FCCP

Email:
fccp-otr@ccmpool.com.

Mailing Address:

FCCP
940 S Frontage Road, Suite 200
Woodridge, IL 60517

MCCP

Email:
MCCPMNR@CCMPOOL.COM

Mailing Address:

Mid-South Consolidated Chassis Pool
2605 Nonconnah Blvd., Suite 130
Memphis, TN 83132

MWCP

Email:
mwcpotrinv@ccmpool.com

Mailing Address:

MWCP
P.O.Box 6
Dupo, IL 62239

SACP

Email:

SACPOTRINV@ccmpool.com

Mailing Address:

South Atlantic Consolidated Chassis Pool
537 Long Point Road, Suite 204
Mt. Pleasant, SC 29464

Claim Occurrences/Accidents

In the case of an accident or incident involving a pool chassis that results in personal injury, property damage or loss, or environmental damage, or any other incident which may result in a claim with respect to chassis use, ownership, or possession (“Claim Occurrence”), MC must provide immediate notice of any Claim Occurrence to pool risk management staff as follows:

For DCCP:	DCCPRISK@ccmpool.com
For MCCP:	MCCPRISK@ccmpool.com
For SACP:	SACPRISK@ccmpool.com
For MWCP:	MWCPRISK@ccmpool.com

In addition, notice must also be provided to:

David Y. Loh
KMA Zuckert
1350 Broadway, Suite 2410
New York, NY 10018
Direct: 212-991-5914
Main: 212-992-0450
dloh@kmazuckert.com

Such notice shall be provided in the format required in the Chassis Pool Incident Report form (available in the Customer Tools/Resources section of the CCM Website, <http://www.ccmpool.com>) and the instructions thereto, as may be amended from time to time. If the incident occurs after business hours, on a weekend or holiday, in addition to any other means of notice, a verbal notice by phone is required to Director, Risk Management at the above number. **NO REPAIRS SHOULD BE PERFORMED ON CHASSIS INVOLVED IN A CLAIMS OCCURRENCE WITHOUT THE PRIOR AUTHORIZATION OF CCM.**

APPROVED OTR Vendor List

Downtime Fleet Management – *Tire and Mechanical Repairs*

Please choose one of the options below

1. Call: (866) 965-9288
2. Email: OTR@Downtimefleet.com
3. Visit: www.Downtimefleet.com and click “Emergency Roadside Assistance”
4. Download Down Time’s app available through their Website, Google “Play Store” or Apple’s “App-Store”