

## STANDARD FORM FOR LOSS AND DAMAGE

### NOTICE TO CLAIMANTS

Claimants are requested to make use of this form for filing claims with carriers. Claims may be filed with the carrier's agent either at the point of origin or destination of shipments, or directly with the Claim Department of the carrier, and will be considered properly presented only when the information and documents called for on the attached form have as far as possible, been supplied.

Before presenting a claim on account of loss and damage, the following important information respecting claims should be given careful consideration:

1. The terms under which property is accepted and transported by a carrier are stated on the bill of lading issued by the carrier; also tariffs and classification issued or subscribed to by the carrier. Persons intending to file claims should, before doing so, examine the terms and conditions under which the property was accepted and transported.
2. Carriers and their agents are bound by the provisions of law, and any deviation therefrom by the payment and claims before the facts and measure of legal liability are established will render them as well as the claimant, liable to fines and penalties by law.
3. In order that carrier may have an opportunity to inspect goods and thereby properly verify claims; any loss or damage discovered after delivery, or within 15 days after receipt of goods by consignee. Concealed loss and damage claims should be supported by an "Inspection Report Form" covering the joint inspection of the loss or damage by consignee and carrier's representative.
4. It is a common practice for manufacturers and others to ship large quantities to key points for warehousing and later distribution to surrounding areas. In many instances, the original container is not opened and the contents examined before re-shipment to final destination. When this practice is followed, it is impossible to determine after delivery to final destination whether loss or damage of a concealed nature occurred before or after re-shipping. Consignees can usually expedite settlement by securing initial shipper's and warehouse's cooperation in supplying necessary billing reference so that shipment can be identified with carriers rendering transportation to the distribution point.
5. Under the provision of Part II of Interstate Commerce Act, it is unlawful for a carrier to charge or demand or collect or receive, any greater or less or different compensation for the transportation of property than the rates and charges named in tariffs lawfully on file. To refund or remit in any manner or by any device, any portion of the rates and charges so specified though the payment of fraudulent or fictitious or excessive claims for loss or damage to merchandise transported is as much a violation of law as is a direct concession or departure from the published rates and charges.

In this connection, attention is also called to the following important quotation from Section 11904 of the Interstate Commerce Act (49 USC) 11904 (b):

A person or an officer, employee or agent of that person, that (1) knowingly offers, grants, gives, solicits, accepts, or receives a rebate, concession, or discrimination in violation of a provision of this subtitle related to motor carrier transportation subject to the jurisdiction of the Commission under subchapter II of chapter 105 of this title, or (2) by any means knowingly or willfully assists or permits another person to get transportation that is subject to the jurisdiction of the Commission under that subchapter at less than the rate in effect for that transportation under chapter 107 of this title, shall be fined at least \$200 but not more than \$500 for the first violation and at least \$250 but not more than \$2000 for a subsequent violation.

**NATIONAL MOTOR FREIGHT CLASSIFICATION 100-V**

STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIM

_____	_____
(NAME OF CARRIER)	(DATE)
_____	_____
(STREET ADDRESS)	(CLAIMANT'S NUMBER)
_____	_____
(CITY/STATE)	(CARRIER'S NUMBER)

This claim for \$\_\_\_\_\_ is made against your company for \_\_\_ Damaged \_\_\_ Loss (check one) in connection with the following described shipment:

_____	_____
(Shipper's Name)	(Consignee's Name)
_____	_____
(Point Shipped From)	(Final Destination)
_____	_____
(Date of Bill of Lading)	(Name of Delivering Carrier)
_____	_____
(Routing of Shipment)	(Delivering Carrier's Freight Bill No.)

If shipment re-consigned in route; state particulars: \_\_\_\_\_

**DETAILED STATEMENT SHOWING HOW AMOUNT CLAIM IS DETERMINED**

(Number and description of articles, nature and extent of loss or damage, invoice price of articles, amount of claim, etc.)

**ALL DISCOUNTS and ALLOWANCES MUST BE SHOWN**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NMFC item No. of commodity lost or damaged \_\_\_\_\_ Total Amount Claimed \_\_\_\_\_

The following documents are submitted in support of this claim:

- \_\_\_ Original Bill of Lading
- \_\_\_ Original Invoice or Certified Copy
- \_\_\_ Original Paid Freight Bill
- \_\_\_ Original paid freight bill or other carrier document bearing notation of loss or damage if not shown on the freight bill
- \_\_\_ Carriers Inspection Report Form (Concealed Loss or Damage)
- \_\_\_ Shipper's concealed loss or damage form
- \_\_\_ Consignee concealed loss or damage form
- \_\_\_ Other particulars obtainable in proof of loss or damage claimed

(Note: The absence of any document called for in connection with this claim. When impossible for claimants to produce original bill of lading or paid freight bill, a bond of indemnity must be given to protect the carrier against duplicate claims supported by original documents.)

INDEMNITY AGREEMENT

In the absence of the Original Freight Bill and/or Original Bill of Lading, we agree to hold the above named carrier to whom this claim is presented and any other participating carrier harmless and indemnified against any and all lawful claims which may be made against it or them arising out of the same shipment and will pay to the said carrier and any participating carrier(s) any losses, damages, costs, counsel fees or any other expenses which they or any of them may suffer or pay by reason of payment of our claim, herein described, without the surrender of the Original Freight Bill or Bill of lading, as such was not provided and/or cannot be located.

The foregoing statement of facts is hereby certified as correct.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Claimant's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company, Address, Title)

\_\_\_\_\_

ORIGINAL