

STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIMS

To: _____
Name of Carrier _____ Date _____
Street Address _____ Claimant's Number _____
City, State, Zip _____ Carrier's Bill Number _____

This claim for \$ _____ is made against your company for Damage Loss in connection with the following described shipment:

| | |
|---|--|
| _____ Shipper Name | _____ Consignee's Name |
| _____ Point Shipped From | _____ Final Destination |
| _____ Name of Carrier Issuing Bill of Lading | _____ Name of Delivering Carrier |
| _____ Date of Bill of Lading | _____ Date of Delivery |
| _____ Origin Carrier Pro Number | _____ Delivering Carrier's Pro Number |

If shipment reconsigned in route, state particulars: _____

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED 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 ALLOWANCE 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 paid freight bill or other carrier document bearing notation of loss or damage if not shown on bill
- Original invoice or certified copy
- Carrier's Inspection report Form (Concealed loss or damage)
- Shipper's concealed loss or damage form
- Consignee's 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 must be explained. When impossible for claimants to produce original bill of lading or paid freight bill, a bond of indemnity must be given to protect carrier against duplicate claim 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 Name |
| | _____ Signature |
| | _____ Company, Title |

NOTICE TO CLAIMANT

Claimants are requested to make use of this form (FCS-18) for filing claims with carriers. Claims may be filed with the carrier's agent either at the point of origin or destination of shipment, or direct with the Claim Department of the carrier, and will be considered property presented only when the information and documents called for on the other side of this 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 in 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 of 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 should be reported to the agent of the delivering line, as far as possible, immediately upon discovery, or within forty-eight hours after receipt of goods by consignee. Concealed loss and damage claim should be supported by and "Inspection Report Form": (FCS-19) covering the joint inspection of the loss or damage by consignee and carrier's representative. Disposition of concealed loss and damage claims will be expedited by including "Consignee's Concealed Loss or Damage Form": (FCS-4) and "Shipper's Concealed Loss or Damage Form": (FCS-5) as supporting documents when claim is filed.
4. It is 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. Consignee can usually expedite settlement by securing initial shipper's and warehouse's cooperation in supplying necessary billing reference so that shipment can be identified in handling with carriers rendering transportation to the distribution point.
5. Under the provisions 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 through the payment of fraudulent, 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 222(c) of Part II of the Interstate Commerce Act:

"Any person, whether carrier, shipper, consignee, or broker, or any officer, employee, agent, or representative thereof, who shall knowingly offer, grant or give, or solicit, accept, or receive any rebate, concession, or discrimination in violation of any provision of this part, or who by means of any false statement or representation, or by the use of any false or fictitious bill, bill of lading, receipt, voucher, roll, account, claim, certificate, affidavit, deposition, lease, or bill of sale, or by any other means or device, shall knowingly and willfully assist, suffer, or permit any person or persons, natural or artificial, to obtain transportation of passengers or property subject to this part for less than the applicable rate, fare, or charge, or who shall knowingly and willfully by any such means or otherwise fraudulently seek evade or defeat regulation as in this part provided for motor carriers or brokers, shall be deemed guilty of a misdemeanor and upon conviction thereof be fined not more than \$500.00 for the first offense and not more than \$2000.00 for any subsequent offense."