PRINCIPLES AND PRACTICES FOR THE INVESTIGATION AND DISPOSITION OF FREIGHT CLAIMS

(Amounts named herein are NOT applicable on interstate or foreign commerce, except to the account of carriers referenced with * or (except SEAU or TOTE) shown on pages 6 through 30 of Classification or as amended.)

ITEM 300100

APPLICATION


The purposes of these Principles and Practices are:

(a) To maintain uniformity on the part of all carriers and uniform treatment of all claimants in the disposition of claims of like nature.
(b) To secure and preserve harmonious relationships in claim matters between carriers and their patrons.
(c) To effect and maintain a prompt and efficient service to the public in connection with the investigation and disposition of freight claims.

FILING OF CLAIMS

(a) Claims in writing required. A claim for loss or loss or damage to baggage or for loss, damage, injury, or delay to cargo will not be voluntarily paider a carrier unless filed in writing, as provided in subparagraph (b), before the receiving or delivering carrier or carrier issuing the bill of lading, receipt, ticket, or baggage check, or carrier on whose line the alleged damage, injury, or delay occurred, has been sufficient time to make claims of like nature.
(b) Minimum filing requirements. A communication in writing from a claimant, filed with a proper carrier within the time limits specified in the bill of lading or contract of carriage and, (1) containing facts sufficient to identify the baggage or shipment (or properties) of the property involved, (2) asserting liability to alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embodied in the bill of lading or other contract of carriage.
(c) Bad order reports, appraisal report of damage, reports of exceptions on freight bills, or other documents, inspection reports issued by carrier inspectors or inspection agencies, tracers or inspection requests do not comply with filing claim requirements.

DOCUMENTS REQUIRED IN SUPPORT OF CLAIMS

(a) A written demand for payment, asserting carrier liability for alleged loss, damage, injury or delay, and containing facts sufficient to identify the shipment or shipments involved will constitute a claim, regardless of form, and will be required.
(b) When claimant does not appear from the supporting documents to be an interested party, carrier will require any necessary written assignment or other proof to determine the claimant is the proper party to receive any claim payment.
(c) Claim must be supported by either the original invoice; a photographic copy of the original invoice; an exact copy thereof, or an authenticated copy, certified by the claimant or his authorized representative to be true and correct with respect to the property involved in the claim and reflecting all trade or other discounts, allowances, or deductions of any nature. When the original invoice is not available, said document must be accompanied by proof of inspection by carrier representative upon request.
(d) When determined by the carrier to be a necessary part of the investigation, the following will be required:
   1. The original freight bill and bill of lading or other contract of carriage. When claimant cannot furnish those documents, carrier may require suitable indemnity from the claimant.
   2. When the property involved in the claim has not been invoiced to the consignee or where invoice does not show price or value, other factors will be considered, and the carrier must be made by a person having actual knowledge of such inspection and a statement to the effect incorporated in such certification.
   3. When an asserted claim is for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipped merchandise, a certified statement in writing that the property for which the claim is filed has not been received from any source.

CLAIMS FILED FOR UNCERTAIN AMOUNTS

When a claim is presented against a proper carrier for an uncertain amount, such as $100 more or less, the carrier against whom such claim is filed will determine the condition of the shipment involved at the time of delivery by itself if it was delivered, or carrier agent or inspector, examined and certified as being in undamaged condition, certifying the same, which may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of item 300105.

ACKNOWLEDGMENT AND DISPOSITION OF CLAIMS

Carrier will acknowledge claim in writing within 30 days after receipt thereof, informing the claimant of identifying number assigned thereto, and will pay, refuse payment, or make a firm compromise offer within 120 days after receipt of claim, except that if claim cannot be disposed of within this period, carrier will at the time and at the end of each succeeding 60 day period thereafter while claim is pending, issue a written acknowledgment of the reason for failure to dispose of claim.

A separately numbered file will be established for each claim filed in accord with the provisions of this tariff. All documents, records and correspondence pertaining to such claim will be identified with file number.