

# STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIM

(READ INSTRUCTIONS ON SECOND PAGE BEFORE FILLING IN THIS FORM)

Attn: Claims Department

Date of Loss/Damage:

BOL:

PRO:

Name of Carrier:

Location of Goods:

Contact Name and Number:

This claim for \$ \_\_\_\_\_ is made against the carrier named above for \_\_\_\_\_ in connection with the above information.

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED	
(Number & description of articles, nature & extent of loss or damage, invoice prices of articles, amount of claim etc.)	
ALL DISCOUNTS & 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:

- Vendors Original invoice or Certified copy
- Original Bill of Lading (BOL)
- Copy of delivery receipt
- Copy of inspection report (if available)
- Photos of freight damage (if applicable)
- Repair or salvage documentation (if applicable)

(Note: The absence of any document called for in connection with this claim must be explained. When impossible for claimants to produce original documents of lading or unpaid freight bill, a bond of indemnity must be given to the 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 arising out of the same shipment and will pay to the said carrier and any participating carrier(s)

Please accept this communication as a formal claim presentation for Simplicity Logistics, LLC (“broker”), to represent \_\_\_\_\_ (“shipper”) for the above-captioned loss and/or damage, for which we are holding you (“carrier”) fully responsible for. Upon request, additional documents will be furnished substantiating this claim.

### Recitals

- Broker is licensed as a property broker by the Federal Motor Carrier Safety Administration (FMCSA) or by appropriate State agencies, and as a licensed broker, ARRANGES for freight transportation.
- Shipper(customer), to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER’s freight.
- Carrier, is the person and/or company that Transports freight for shipper.

The foregoing statement of facts is hereby certified as correct:

Name \_\_\_\_\_

Signature x \_\_\_\_\_

Company Name \_\_\_\_\_

Date: \_\_\_\_\_

## **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 direct with the Claim Department of the carrier, and will be considered properly 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 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 should be reported to the agent of the delivering line, as far as possible, immediately upon 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 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 the 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 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 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 and 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 \$2,000 for a subsequent violation.