



INSTRUCTIONS FOR SUBMITTING A FREIGHT CLAIM

Freight Arrangers, as an FMCSA-authorized property broker, is not itself liable for cargo loss and damage claims. However, Freight Arrangers will act on your behalf to pursue your claim against the motor carrier(s) involved. We endeavor to process all freight claims in accordance with National Motor Freight Classifications ("NMFC") Principles and Practices for the Investigation and Disposition of Freight Claims found in NMFC Items 300100 through 300155.

To assist us in filing a cargo claim with the responsible motor carrier, all of the following documents must be submitted in support of the claim:

- Fully completed Standard Form for Presentation of Loss and Damaged Claim.
- Copy of the original freight bill and/or Bill of Lading.
- Copy of the original merchandise invoice, reflecting all trade or other discounts, allowances or deductions of any nature.
- If product can be repaired, please include a copy of the repair invoice or estimate(s).

DETAILED LETTERED INSTRUCTIONS FOR PREPARATION OF STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGED CLAIM

- (A) Optional – This is a reference number issued by your company, for use in future correspondence.
- (B) Indicate total amount claimed and whether the freight claim is for loss or damage.
- (C) Name of company who issued the Bill of Lading (Shipper) and the city/state where shipment originated.
- (D) Name of the company receiving the freight (Consignee) and the city and state where shipment was consigned.
- (E) Freight Arrangers load number, located in the top right hand corner of our invoice or available from your Freight Arranger representative.
- (F) Specific items of damage claimed, including freight charges, if applicable.
- (G) Total amount of freight claim.
- (H) Date and signature of authorized person completing claim form.
- (I) Complete company name and address. This is the name and address to which all correspondence will be directed. If payment should be made to an entity, other than the company filing the freight claim, please provide that information as well. If this section is not completed, the freight claim will be returned to you for additional information.

*****ALL DAMAGED PRODUCT AND ITS PACKAGING MUST BE KEPT UNTIL CLAIM IS SETTLED*****

Please mail all documents to: Freight Arrangers

Attn: Freight Claims Dept., 1175 Shaw Avenue, Suite 104/ 185, Clovis, CA 93612

By signing attached standard form for loss and damage, I authorize Freight Arrangers to act on my behalf with regard to this cargo claim

STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIM

(Read Instructions on Back Before Filling in This Form)

To: _____
(Name of Carrier)

(Street Address)

(City, State & Zip Code)

(A) _____
(Date)

(Claimant's Number)

(Carrier's Number)

This claim for (B) \$_____ is made against your company for

☐ Damage
☐ Loss

in connection with the following described shipment:

(C) _____ (Shipper's Name) _____ (Point Shipped From) _____ (Name of Carrier Issuing Bill of Lading) _____ (Date of Bill of Lading) _____ (Routing of Shipment)	(D) _____ (Consignee's Name) _____ (Final Destination) _____ (Name of Delivering Carrier) _____ (Date of Delivery) (E) _____ (Delivering Carrier's Freight Bill No.)
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If shipment reconsigned en route, state particulars _____

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

(F) (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 (G) _____

The following documents are submitted in support of this claim:

<input type="checkbox"/> Original bill of Lading	<input type="checkbox"/> Original Invoice or certified copy
<input type="checkbox"/> Original paid freight bill or other carrier document bearing notation of loss or damage if not shown on freight bill	
<input type="checkbox"/> Carrier's Inspection Report form (concealed loss or damage)	<input type="checkbox"/> Shippers concealed loss or damage form
<input type="checkbox"/> Consignee concealed damage loss or damage form	<input type="checkbox"/> Other particulars 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 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)

The foregoing statement of facts is hereby certified as correct:

(H) _____ (Date)	_____ (Claimants' Phone #)	(I) _____ (Claimant Company Name)
_____ (Claimant's Name)	_____ (Claimant's Fax #)	_____ (Claimant's address)
_____ (Signature)	_____ (Claimant's E-Mail)	_____ (Claimant's City, State and Zip)

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.

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