

160 – Claims for Loss, Damage, or Delay

160.1 Claims Required. A claim for loss, damage, injury, or delay will not be voluntarily paid by the carrier unless filed in writing as provided in Items 160.2 with the carrier within the specified time limits provided in Item 106.11 and otherwise complying with applicable tariff provisions.

160.2 Minimum Filing Requirements. A communication in writing from a claimant filed with the Carrier within the time limits specified in Item 160.11 or the Bill of Lading or contract of carriage of transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss, damage, injury, or delay, and (iii) 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 embraced in the Bill of Lading or other contract of carriage. For each article claimed, the claim shall include the nature and extent of the damage or an indication that the article is missing, the basis for the amount claimed (i.e. date article purchased, original cost, actual cash value at time of loss or damage), and the specific amount claimed for each article, including, the case of damage, a repair estimate.

160.3 Documents not constituting claims. Bad order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts or other documents, or inspection reports issued by carrier or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise will, standing alone, not be considered by carrier as sufficient to comply with the minimum claim filing requirements in Item 160.2.

160.4 Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount, such as \$100 more or less, carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. Carrier 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 Items 160.2.

160.5 Other claims. If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

- 160.6 **Concealed damage or shortage.** Carrier must be promptly notified after discovery of concealed damage or shortage and given a reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a corresponding claim file.
- 160.7 **Supporting documents.** When a necessary part of an investigation, each claim must be supported by the original Bill of Lading (if not previously surrendered to the carrier) and either the original paid bill or a photographic copy of it, for transportation service.
- 160.8 **Verification of loss.** When an asserted claim for loss of an entire article or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source, however, even if such statement is provided, carrier may still deny such claim based on other factors.
- 160.9 **Satisfaction of claims.** Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kinds, quality, and condition at time of acceptance by carrier.
- 160.10 **Construction weight of packed shipping containers.** When the liability of the carrier is to be measured by the weight of the article lost or damaged and such article is packed in a shipping container, in the absence of specific evidence to the contrary, such interior-shipping container will be deemed to have the following weight:

Constructive Weight of Shipping Containers

Container	Weight per Container (in pounds)
DRUM, DISH-PACK	60
Cartons	
Less than 3 cubic feet	25
3 to less than 4.5 cubic ft.	30
4.5 to less than 6 cubic ft.	35
6 to less than 6 cubic ft.	45
6.5 cubic ft. and over	50
Wardrobe Carton	60
Mattress or Box Spring Carton (not exceeding 39" x 80")	55
Mattress or Box Spring Carton (not exceeding 54" x 75")	60
Mattress or Box Spring Carton (exceeding 54" x 75")	80
Crib Mattress Carton	22
Mirror Carton	60

Cartons containing books or phonograph records will be deemed to weigh 50 pounds. Cartons containing lampshades will be deemed to weigh 10 pounds. Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for that size container.

160.11 Time limit for filing claims. As a condition precedent to recovery, a claim for any loss, damage, injury, or delay must be filed in writing with carrier within ninety days after delivery to consignee as shown on Bill of Lading, or in case of failure to make delivery of the entire shipment, then within ninety days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two years and one day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts of it specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provision, carrier will not be liable and such claims will not be paid. "Filing" is defined as receipt of the claim by the Carrier at its headquarters.

160.12 Acknowledgement and settlement by Carrier. Carrier will acknowledge receipt of each claim in writing to the claimant within 30 calendar days after its receipt by the carrier. At the time such claim is received, the carrier will cause the date of receipt to be recorded in its records. Carrier will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by the carrier or its agent: Provided that, if the claim cannot be processed and disposed of within 120 days after the receipt of it, carrier will at that time and at the expiration of each succeeding 60-day period while the claim remains pending advise the claimant in writing of the status and the reason for the delay in making final disposition of the claim.

160.13 Salvage. Whenever property transported by carrier is damaged or alleged to be damaged and is, as a consequence, not delivered or is rejected or refused upon tender to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice whenever practicable to do so to the owner and other parties that may have an interest in it, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest in it. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and any claim correspondence. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and any such claim, if filed. Upon receipt of a claim on a shipment on which salvage has been processed in the manner described, carrier will record in its claim file the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same. Whenever disposition of salvage material or goods shall be made directly to an agent or employee of a carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, the carrier's salvage records shall fully reflect the particulars of each such transaction of relationship, or both as the case may be.

160.14 Depreciation Factor. When settling a claim for loss or damage, on other than a shipment transported under Full Value Protection or a released liability of 60 cents per pound per article, carrier shall use the replacement cost of the lost or damaged item as a base to apply a depreciation factor to arrive at the current actual value of the lost or damaged item; provided that where an item cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life.