

## Instructions & Restrictions

### TO CLAIMANTS:

Persons presenting claims to a carrier will expedite settlement by furnishing the carrier with a complete and detailed statement of all pertinent facts tending to establish the validity of their claims. It is the desire of carriers to settle promptly all valid claims, and the frank and hearty cooperation of the claimant is therefore solicited. Delayed settlement of claims is frequently due to the failure of the claimant to furnish carrier with the necessary information and documents with which to make investigation and establish liability promptly. It should be borne in mind that carriers under the terms of the Act to Regulate Commerce are required to thoroughly investigate each claim before payment. Claimants should, therefore, in every case furnish the carrier, as far as possible, with the information and documents called for, even though there may be instances when it appears to the claimant that the information called for is more than necessary to establish the validity of the claim. There are claim, e.g., for concealed loss and damage, in connection with which it may be necessary to call for additional information from the claimant before making settlement.

Claimants are requested to make use of this form for filing claims with carrier. 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 properly presented only when the information and documents called for have, as far as possible, been supplied. A duplicate copy thereof should be preserved by the claimant. Claimants should read carefully the information appearing below.

### Important Information to Claimants Respecting Loss and Damage Claims

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 carriers; also in tariffs and classifications issued or subscribed to by the carrier. Persons intending to file claims should, before doing so, examine the terms and conditions under which property was accepted and transported. If any part of the shipment in question was subject to the Regulations for the Transportation of Explosives and Other Dangerous Articles, prescribed by the Interstate Commerce Commission, pursuant to Acts of Congress, the person filing the claim should know that all of these regulations applicable to the shipment had been complied with.
2. Carriers and their agents are bound by the provisions of law, and any deviation there from 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 the fines and penalties by law. Attention is called to the following extract from Interstate Commerce Commission Conference Ruling No. 68:  
"It is not the proper practice for railroad companies to adjust claims immediately on presentation and without investigation. The fact that shippers may give bond to secure repayment in case, upon subsequent examination, the claims prove to have been improperly adjusted, does not justify the practice."
3. In order that the 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.
4. Pending the settlement of any dispute or disagreement between the consignee and the carrier as to questions of loss and damage in connection with property transported, the consignee may avoid a possible accrual of demurrage or storage charges, as well as other loss or damage, by promptly accepting the property from the carrier. Such action on his part in no way affects any valid claim, which may exist against the carrier.

5. Under the provisions of the 6<sup>th</sup> section of the Act to regulate Commerce; 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, or to refund or remit in any manner or by any device any portion of the rate and charges so specified. The refund or remission of any portion of the rates and charges so specified through the payment of fraudulent, fictitious or excessive claims, for loss of or damage to merchandise transported is as much a violation of the law as is a direct concession of departure from the published rates and charges.

In this connection, attention is also called to the following important quotation from section 10 of the Act to Regulate Commerce:

“Any common carrier subject to the provisions of this Act, or, whenever such common carrier is a corporation, any officer or agent thereof, or any person acting or employed by such corporation, who, by means of false billing, false classification, false weighing, or false report of weight, or by any other device or means, shall knowingly and willfully assist or shall willingly suffer or permit, any person or persons to obtain transportation for property at less than the regular rates then established and in force on the line of transportation of such common carrier, shall be deemed guilty of a misdemeanor, and shall, upon conviction, thereof in any court of the United States of competent jurisdiction within the district in which such offense was committed, be subject to a fine of not exceeding five thousand dollars, or imprisonment in the penitentiary for a term of not exceeding two years, or both, in the discretion of the court, for each offense.”

“Any person, corporation, or company, or any agent or office thereof, who shall deliver property for transportation to any common carrier subject to the provisions of this Act, or, for whom, as consignor or consignee, any such carrier shall transport property, who shall knowingly and willfully, directly or indirectly, himself or by employee, agent, officer, or otherwise, by false billing, false classification, false weighing, false representation of the contents of the package or the substance of the property, false report of weight, false statement, or by any other device or means, whether with or without the consent or connivance of the carrier, its agent, or office, obtain or attempt to obtain transportation for such property at less than the regular rates then established and in force on the line of transportation; or who shall knowingly, and willfully, directly or indirectly, himself or by the use of any false bill, bill of lading, receipt, voucher, roll, account, claim, certificate, affidavit, or deposition, knowing the same to be false, fictitious, or fraudulent, or to contain any false fictitious, or fraudulent statement or entry, obtain or attempt to obtain any allowance, refund or payment for damage or otherwise in connection with or growing out of the transportation of or agreement to transport such property, whether with or without the consent or connivance of the carrier, whereby the compensation of such carrier for such transportation, either before or after payment shall in fact be made less than the regular rates then established and in force on the line of transportation, shall be deemed guilty of fraud, which is hereby declared to be a misdemeanor, and shall, upon conviction thereof in any court of the United States of competent jurisdiction, within the district in which such offense was wholly or in part committed, be subject for each offense to a fine of not exceeding two years, or both, in the discretion of the court: Provided, That the penalty of imprisonment shall not apply to artificial persons.”