

**USA LOGISTICS, INC.**

**DOCKET NO. MC – 480189**

**TARIFF AND SCHEDULE**

**OF**

**OPERATING AUTHORITY**

**AND**

**RULES AND REGULATIONS**

**(As Shown Herein)**

**APPLICABLE ONLY WHEN REFERENCE IS MADE HERETO**

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ISSUED: JANUARY 1, 2012

EFFECTIVE: JANUARY 1, 2012

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ISSUED BY:  
BLAESE ROMANO, PRESIDENT  
P.O. BOX 666  
PITTSTOWN, NJ 08867

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GAO/ THE PROVISIONS PUBLISHED HEREIN WILL, IF EFFECTIVE, NOT RESULT IN AN EFFECT  
ON THE QUALITY OF THE HUMAN ENVIRONMENT.

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SECTION 1  
RULES AND REGULATIONS

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ITEM NO. 1 SCOPE OF OPERATIONS

The charges and provisions named in this tariff/schedule are limited in their application on interstate or foreign commerce to the extent of the operating rights set forth below:

MC 480189

Arrangement/transportation of General Commodities,  
Between: Points in the US and International

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ITEM NO. 2 GOVERNING PUBLICATIONS

Except as otherwise provided herein, this tariff/schedule/billing is governed by the publications, supplements thereto or reissues thereof as described below:

USA Logistics, Inc. – USLT 100

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ITEM NO. 3 APPLICATION OF CHARGES

The charges shown in this tariff/schedule/billing are applicable only when no other charges are shown in any other tariff/schedule so referenced to or upon agreement by parties.

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ITEM NO. 4 ALTERNATION OF CHARGES

The charges in this tariff/schedule/billing do not alternate with any other charges in tariffs/schedules of this carrier/broker unless so referenced to or upon agreement/arrangement by parties.

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ITEM NO. 5 DEFINITION OF A SHIPMENT

Except as otherwise provided, a shipment is a lot of freight tendered to carrier/broker by one consignor at one place at one time for delivery to one destination on one bill of lading on one day.

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ITEM NO. 6 SPLIT PICK-UP AND/OR DELIVERIES

When split pick-up and/or deliveries at the facility are requested by consignor or consignee without vehicle using public roadways, a charge of competitive market when/and or upon arrangement/agreement by parties will be incurred for each move and will apply exclusive of the first in addition to all other applicable charges.

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ITEM NO. 7

SHIPMENTS OF EXTRAORDINARY VALUE

Shipments transported under this tariff/schedule are limited to \$100,000.00 cargo insurance liability. Carrier/broker will not transport any article(s) which in its opinion is of extraordinary value (over \$100,000.00) unless prior arrangements/agreements have been made with the carrier/broker and proper and adequate insurance coverage is arranged and agreed upon by parties.

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ITEM NO. 8

PICK-UP AND DELIVERY SERVICE

- (a) Except as otherwise provided, charges include as to each shipment, one pick-up and one delivery at all points within the limits of the cities, towns, villages and other points from and to which charges upon arrangement/agreement by parties.
  - (b) "Pick-up" means calling for and receiving freight at any platform, doorway, or other site designated by the shipper, when directly accessible to carrier/broker's vehicle.
  - (c) "Delivery" means delivering freight to any platform, doorway, or other site designated by the consignee when directly accessible to carrier/broker's vehicle.
  - (d) Added charges will be assessed when freight NOT directly assessable to carrier/broker's vehicle and upon agreement/arrangement between parties.
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ITEM NO. 9

EXCLUSIVE USE OF VEHICLE

When the exclusive use of a vehicle is requested/required by shipper, the charges shall be of those resulting from charges upon agreement/arrangement by parties subject to the use and need of equipment determining shipment size requirements that is applicable for safe transportation movements.

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ITEM NO. 10

SPECIFIED TIME AND/OR EXPEDITED SERVICE  
OTHER THAN NORMAL BUSINESS PRACTICES

When, at the request of the consignee and/or consignor, carrier/broker is requested to dispatch a vehicle and driver to pick-up and deliver a shipment without delay, carrier/broker will do so if equipment is available, and subject to additional charges, in addition to all other applicable rates and charges, upon agreement/arrangement

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ITEM NO. 11

SPLIT PICK-UPS

On split pick-ups at two or more facilities, added charges for each pick-up will be assessed, exclusive of the first pick-up, in addition to all other applicable charges, upon agreement/arrangement by parties.

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ITEM NO. 12

WEIGHING CHARGE

- (a) Carrier/broker reserves the right to weigh any shipment for the purpose of checking weight for revenue billings and to correct any weight on the bill of lading and shipping order at the time of shipment, to correctly assess charges, upon agreement/arrangement by parties.
- (b) At the request of a shipper, the carrier/broker will weigh a vehicle for the purpose of obtaining the net tare weight of a vehicle. Charges will be assessed for each such service, in addition to all applicable charges, upon agreement/arrangement by parties.

ITEM NO. 13      PREARRANGED SCHEDULING OF VEHICLE ARRIVAL  
FOR LOADING AND UNLOADING

Upon reasonable request of consignor, consignee, or others designated by them and subject to the provisions contained herein in writing, carrier/broker will prearrange schedules for arrival of vehicles for loading or unloading shipments, upon agreement/arrangement by parties.

SECTION 1 – Request for prearranged scheduling may be oral or in writing.

SECTION 2 - Prearranged schedules for arrival of vehicle for loading or unloading may be on a one time or continuous basis mutually agreeable to all parties. Continuous prearranged scheduling agreements may be terminated by any party to the agreement on not less than 24 hours notice prior to the effective date of such cancellation or charges will be assessed in addition to all other applicable charges.

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ITEM NO. 14      LOADING AND UNLOADING

- (a) Except as otherwise provided, shipments transported as TL charges must be loaded and/or unloaded by consignor and/or consignee into or off carrier/broker's vehicle.
- (b) When loading and/or unloading service is requested/required and performed or assisted by carrier at the request of consignor or consignee, charges will be assessed upon agreement/arrangement by parties, in addition to all other applicable charges.

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ITEM NO. 15      REJECTED SHIPMENTS

When, due to no fault of the carrier/broker, a shipment is rejected by the consignee at destination, it may be returned to the point of origin upon order of the shipper. The applicable charges will be that in the reverse direction in effect on the date the shipment is tendered for return, upon agreement/arrangement by parties.

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ITEM NO. 16      RETURNED UNDELIVERED SHIPMENTS

If, for reasons beyond the control of the carrier/broker, a shipment is rejected, wholly or in part, by consignee at destination, it may be returned to point of origin upon order of the shipper or consignee. The charges for return movement of rejected shipments will be the same on outbound shipments in effect on the date of returned movement, and upon agreement/arrangement by parties.

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ITEM NO. 17      DETENTION OF VEHICLES

When vehicles are detained by consignor or consignee beyond free time after arrival, carrier/broker will assess the person detaining such vehicle and charges will be assessed, in addition to all other applicable charges, upon agreement/arrangement by parties.

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ITEM NO. 18

CAPACITY LOADS  
NO OVERFLOW

When a volume or truckload shipment exceeds the quantity that can be loaded in a closed van or van type vehicle of 1500 cubic feet or more, or on a flatbed open trailer, the following provisions will govern:

Each and every vehicle used to transport the shipment will be charged for this applicable volume minimum weight, or actual weight on the vehicle, if greater, at the charge applicable in connection with such volume minimum weight, and upon agreement/arrangement by parties.

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ITEM NO. 19

WEIGHT, GROSS WEIGHT AND DUNNAGE

Unless otherwise provided, freight shall be computed on gross weights, excluding the weight of temporary flooring, blocking, racks, standards, stakes, or similar bracing, dunnage or supports, and upon agreement/arrangement by parties.

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ITEM NO. 20

MAXIMUM SIZE AND WEIGHT

The obligation to accept articles for shipments shall be subject to capacity, type of vehicles, facilities, equipment and to requirements of laws or ordinances, limiting or regulating the transportation of property or the use of vehicles and facilities.

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ITEM NO. 21

SERVICES

The carrier/broker does not agree to transport shipments on any particular truck nor in time for any particular market and will not be responsible for loss or damage occasioned by unavoidable delay, but does agree to use all possible diligence in transporting all shipments.

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ITEM NO. 22

PERMITS, LICENSES, BRIDGE, FERRY, HIGHWAY, TUNNEL,  
TURNPIKE, TELEPHONE OR TELEGRAPH CHARGES

- (a) Shipper or owner of equipment to be transported shall procure and furnish all special permits or licenses other than regular vehicle licenses for carrier/broker's equipment, or pay all bridge, ferry, highway, tunnel, turnpike, telephone or telegraph fees or charges which are required preceding or during the transportation of shipper/broker's equipment, via the route of movement specified by the shipper.
- (b) Upon shipper's request, the carrier/broker will procure and furnish all such necessary or required special permits or licenses, other than regular vehicle license for carrier/broker equipment, and will advance all expenses or pay, as incurred, all bridge, ferry, highway, tunnel, turnpike, telephone or telegraph fees or public charges of similar nature, which are incurred in handling of any such shipment via the route of movement specified by the shipper and required as a precedent to the transportation of such shipment, but all such expenses, payments or charges so advanced shall be in addition to other charges provided and shall be collected from the shipper or consignee. Any itemized list of such permits or licenses and/or receipts of such charges shall be furnished upon agreement/arrangement by parties.

ITEM NO. 23

SPOTTING AND SWITCHING TRAILERS

- (a) Charges assessed for carrier/broker spotting of trailer/equipment at a specific site designated by the consignor, consignee, or other party designated by them, dispatching and leaving the trailer/equipment in full possession of the consignor, consignee or other designated party unattended by carrier/broker's employee and without a power unit attached. Carrier/broker will not move the trailer /equipment until such time as it has received notification that the trailer/equipment is ready for pick-up at any site on the consignor's or consignee's premises. Consignor, consignee or other designated party may move the trailer/equipment with it's own power units, or other designated power units at it's own expense and risk upon agreement/arrangement by parties.
- (b) Trailer/equipment will be loaded upon agreement /arrangement within the time of spotting until the time of pick-up. Charges for units spotted beyond the agreed/arranged time will be subject to Detention of Vehicles as provided for herein.

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ITEM NO. 24

SHIPPER'S LOAD AND COUNT

When a shipment is tendered to carrier with notification on the bill of lading "SL&C" or Shipper's Load and Count, the carrier/broker will not be liable for any loss or damage to the shipment unless the loss or damage is the result of carrier's/broker's negligence. When freight is received in sealed trailers, the shippers count of packages will apply.

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ITEM NO. 25

IMPRACTICABLE OPERATIONS

Nothing in this tariff/schedule shall require the carrier/broker to pick-up or deliver shipments at locations at which it is impracticable to operate trucks, tractors, trailers, or any equipment because of the conditions in alleys, driveways, streets or highways, or because of unnatural circumstances or other causes beyond carrier/broker's control.

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ITEM NO. 26

C.O.D. SHIPMENTS

C.O.D. shipments will be accepted subject to a service fee charge in addition to all other applicable charges, upon agreement/arrangement by parties.

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ITEM NO. 27

EQUIPMENT

Nothing in this tariff/schedule shall be construed as requiring the carrier/broker to transport property for which it does not deem suitable or sufficient equipment, nor to accept shipments as equipment is available, charges will be assessed, agreed and arranged upon by parties.

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ITEM NO. 28

EXTRA LABOR

Extra helper and/or extra handling when needed or upon request, carrier/broker will provide and furnish such charges of carrier/broker will be added to freight bill, in addition to all other applicable charges, upon agreement/arrangement by parties.



ITEM NO. 29

PICK-UP AND DELIVERY  
SATURDAY, SUNDAY OR LEGAL HOLIDAYS

When consignor or consignee requires or requests collection (pick-up) or delivery on Saturday, Sunday, or legal holidays, charges will be assessed in addition to all other applicable charges, upon agreement/arrangement by parties.

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ITEM NO. 30

DIVERSION OR RECONSIGNMENT

A shipment diverted or consigned by either the shipper or consignee, and not due to the carrier/broker's error, will be subject to charges provided that delivery can be accomplished the same day as original date of delivery and in addition to all other applicable charges, upon agreement/arrangement by parties.

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ITEM NO. 31

SORTING AND SEGREGATING

When a carrier/broker is requested and furnishes the service of sorting or segregating at delivery point according to size, brand, flavor, individual lot, or other distinguishing characteristics, and so identified on the bill of lading, or accompanying paper given to carrier/broker at time of tender, carrier will assess charges on such sorting and segregating. The charges named in this item shall be assessed against the party requesting the sorting and segregating irrespective of who pays for the line haul movement and to any other applicable charges, and upon agreement/arrangement by parties.

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ITEM NO. 32

SPECIAL SERVICES – LAYOVER CHARGES

When the layover of driver and equipment is necessary and not due to carrier/broker error, charges will be assessed in addition to all other applicable charges, and upon agreement/arrangement by parties.

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ITEM NO. 33

STOP-OFF IN TRANSIT

Truckload shipments may be stopped in transit for completion of loading and/or unloading. Stops are permitted in addition to the original pick-up and final delivery upon agreed arrangement between parties. Charges will be assessed in addition to all other applicable charges.

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ITEM NO. 34

SURCHARGES

When deemed necessary, carrier/broker will affix and access surcharges to freight costs. These surcharge costs will vary because of government or economical market guidelines. These surcharges cover the expense of carriers unforeseen extra costs beyond their operational costs and will be passed on to the shipping public.

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ITEM NO. 35

RE-DELIVERY

When a shipment is tendered for delivery and through no fault of the carrier/broker, such delivery cannot be accomplished, no further tender will be made except upon request and agreement/arrangement by parties. Additional tendered and/or final delivery will be charged as a separate shipment for each redelivery in addition to all other applicable charges(1).

(1) – If one or more additional tendered or final delivery of the shipment are made at consignee's place, charges will be assessed from carrier/broker's facility, to final destination point.

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ITEM NO. 36

VEHICLES ORDERED AND NOT USED

Vehicles which have already been dispatched on pick-up or delivery orders that are cancelled after the driver is dispatched, charges for each vehicle furnished will be assessed against the consignee/consignor making such request, in addition to all other applicable charges, upon agreement/arrangement by parties.

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ITEM NO. 37

PAYMENTS

Carrier/broker will not deliver until all freight charges are paid by check or cash, except when other agreement/arrangements by parties for credit extension have been made by all parties provided prior to delivery in accordance with rules and regulations of the Interstate Commerce Act U.S. Code of Federal Regulations. Payment of freight bills are due within 15 days of invoice date. A service charge of two (2%) percent per month will be assessed effective 30 days after invoice date.

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ITEM NO. 38

DELINQUENT BILLS

Failure to make payment of freight charges for services performed as a carrier/broker, which, therefore, results in placement of collection agency or legal action taken against the debtor will be subject to the following: Forfeiture of all agreements/arrangements, incentives, or any other charge reductions participated by such debtor, if any, on all unpaid freight bills. In addition to the above, the debtor will be responsible for any and all legal costs associated with or as a result of suit.

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ITEM NO. 39

NOTIFICATION PRIOR TO DELIVERY

When a telephone or verbal request, bill of lading or shipping order is tendered bearing any notation requesting carrier/broker to notify consignee prior to delivery by any means, the charge for this service shall be assessed per each requested notification in addition to all other applicable charges, upon agreement/arrangement by parties.

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ITEM NO. 40

HOLIDAYS

The term "Legal Holidays" when used in this tariff/schedule shall be construed to mean the following on the date observed in lieu thereof:

Christmas Day	Labor Day
Columbus Day	Memorial Day
Election Day	New Year's Day
Good Friday	President's Day
Independence Day	Thanksgiving Day and the following Friday
Martin Luther King's Birthday	

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ITEM NO. 41

COMPUTATION OF MILEAGE – GOVERNING SOURCES

Except as otherwise provided, this tariff/schedule is governed by the following described publications, including supplements thereto and reissues thereof:

Mileage Guides and/or Mileage Sources

NOTE A – When shipper or consignee requests transportation of shipment over a particular route longer than the shortest route, the mileage over the longer route requested shall be used.

NOTE B - When shipments move under special permits as required by or obtained from a municipal, state or federal agency, which specified the route to be traveled by the carriers/brokers, the mileage to be used will be the mileage via the route specified in the permit.

(All directions to be arranged/agreed upon by parties.)

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ITEM NO. 42

ESCORT AND FLAGPERSON SERVICE

- (a) Shipper or owner of freight to be transported shall provide and furnish flagpersons, escort vehicle and escort vehicle drivers, which are required proceeding or during the transportation of freight of unusual weight, shape, dimension or other special characteristics and shall arrange for or provide return transportation for flagpersons or persons, to the point where such service commenced.
- (b) Upon request of shipper or owner, the carrier/broker will provide and furnish all necessary flagpersons, escort vehicles and escort drivers required as a condition precedent to the transportation of a shipment of unusual weight, shape, dimensions, or other special characteristics, or pay such other public charges subject to paragraphs (c) and (d) below.
- (c) When an escort vehicle or flagperson is required to accompany a shipment or a portion of a shipment, there shall be charges incurred, assessed and computed from point where vehicle is assigned to shipment to point of pick-up, thence to final destination via actual route of loaded movement, including all other applicable charges.
- (d) Waiting and/or detention time for flagpersons or escort vehicles, due to loading or unloading delays

or due to special restrictions enroute shall incur charges for vehicles and operators and additional personnel, including all other applicable charges.

(e) The above services are subject upon arrangement/agreement by parties.

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ITEM NO. 43                      EMPTY CONTAINER MOVEMENTS

Empty container or chassis will be moved at charges upon agreement/arrangement by parties, in addition to all other applicable charges.

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ITEM NO. 44                      EXCESS EMPTY MILES OR LOADED MILES

- (a) Excess empty mileage shall be construed to mean all empty miles in excess of an amount equal to the loaded mileage in any trip and shall be charged for at the applicable loaded mileage charge for the service provided.
- (b) A loaded mile shall be construed to mean all miles carrier/broker traveled from point of origin where trailer or container is loaded to point of final destination where trailer or container is unloaded.
- (c) All services and charges are subject arrangement/agreement between parties.

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ITEM NO. 45                      LOADING OR UNLOADING CHARGES  
EXPORT OR IMPORT SHIPMENTS

When loading or unloading charges are assessed on export or import shipments upon agreement/arrangement by parties, in addition to all other applicable charges.

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ITEM NO. 46                      PREPAYMENT OR COLLECTION OF FREIGHT CHARGES  
EXPORT SHIPMENTS

All shipments for export (except export shipments moving on Governmental Bills of Lading) must be prepaid or charges must be guaranteed by the shipper, including all accessorial service charges, including but not limited to, all charges paid stevedores, public loaders, riggers, wharfage, prepay or guarantee labor charges assessed at railroad controlled steamship piers or wharves. On collect shipments the bills of lading and shipping orders must show in the body thereof the name and address of the broker, agent or party who must be located within the United States, except Alaska and Hawaii. All services and charges are based upon arrangement/agreement by parties.

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ITEM NO. 47                      INSIDE PICK-UP OR DELIVERY

When carrier/broker is required to perform collection or delivery service from or to locations within consignor's or consignee's premises which are not adjacent and accessible to carrier/broker vehicles, such additional service will incur charges, in addition to all other applicable charges and upon arrangement/agreement by parties.

ITEM NO. 48

PROTECTIVE SERVICE

On shipments requiring protective service, charges will be assessed in addition to all other applicable charges, upon arrangement/agreement by parties.

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ITEM NO. 49

STORAGE CLAIMS AND CHARGES

- (a) When carrier/broker is unable to deliver freight to the consignee for any reason when tendered for delivery, carrier/broker will return the shipment to carrier/broker's terminal. Carrier/broker will store the freight upon arrangement/agreement by parties and will assess additional charges in addition to all other applicable charges.
  - (b) When consignor, consignee, water carrier or railroad requests carrier to store empty or loaded container(s), trailer(s), and/or trailer chassis at carrier/broker facilities, and charges will be assessed for such services upon arrangement/agreement by parties in addition to all other applicable charges.
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CLAIMS  
PROCEDURES GOVERNING THE PROCESSING OF CLAIMS  
FOR LOSS OR DAMAGE OF PROPERTY

The regulations set forth in this item will govern the processing of claims for loss, damage, injury or delay to property transported or accepted for transportation in interstate or foreign commerce by participating carriers/brokers subject to the Interstate Commerce Act/U.S. Code of Federal Regulations.

FILING OF CLAIMS

- (a) Claims in writing required. A Claim for loss or damage to baggage or for loss, damage, injury or delay to cargo will not be voluntarily paid by a carrier/broker unless filed for writing, as provided in subparagraph (b) below with the receiving or delivering carrier/broker or carrier/broker issuing the bill of lading, receipt, ticket or baggage check, or electronic notification within the specified time limits applicable thereon, and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage and all tariff/schedule provisions applicable thereon.
- (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 or transportation and (1) containing the facts sufficient to identify the baggage or shipment (or shipments) of property involved, (2) asserting liability for 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 embraced in the bill of lading or other contract of carriage.
- (c) Documents not constituting claims. Bad orders, 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 carriers/brokers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.
- (d) Claims filed for uncertain amounts. Whenever a claim is presented against a carrier for an uncertain amount, such as \$100.00 more or less, the carrier/broker against whom such claim is filed will determine the conditions of the baggage or 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. 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 will have been filed in accordance with the provisions of subparagraph (b) above.
- (e) Other claims. If investigation of a claim develops that one or more other carrier/broker has been presented with a similar claim on the same shipment, the carrier investigation such claim will communicate with each such other carrier/broker and, prior to any agreement entered into, between or among them as to the proper disposition of such claim or 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.

### ACKNOWLEDGEMENT OF CLAIMS

- (a) Each carrier/broker will, upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by the carrier/broker unless the carrier/broker will have paid or declined such claim in writing within 30 days of the receipt thereon. The carrier/broker will indicate in its acknowledgement to the claimant, what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.
- (b) The carrier/broker will, at the time each claim is received, create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt to the claimant. The carrier/broker will also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, concerning such shipment, unless the carrier/broker has established an orderly and consistent internal procedure for assuring:
  - (1) that all information contained in shipping orders, delivery receipts, tally sheets and all other pertinent records made with respect to the transportation of the shipment on which the claim is made, is available for examination upon receipt of the claim and
  - (2) that all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and
  - (3) that such procedures prevent the duplicate or otherwise unlawful payments of claims.

### INVESTIGATION OF CLAIMS

- (a) Prompt investigation required. Each claim filed against a carrier/broker in the manner prescribed will be promptly and thoroughly investigated, if investigation has not already been made prior to receipt of the claim.
- (b) Supporting documents. When a necessary part of an investigation, each claim will be supported by the original bill of lading evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim, or certification of prices or values, with trade or other discounts, allowance or deductions of any nature whatsoever, and the terms thereof or depreciation reflected thereon. Provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at bookkeeping values only.
- (c) Verification of loss. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier/broker 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.

## DISPOSITION OF CLAIMS

Each carrier/broker which receives a written claim for loss or damage or baggage or for loss, damage, injury or delay to property transported 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/broker provided, however, that the claim cannot be processed and disposed of within 120 days after the receipt thereof, the carrier/broker 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 of the claim and the reason for the delay in making final disposition thereof and will retain a copy of such advice to the claimant in its claim file thereon.

Whenever baggage or material goods or other property transported by a carrier/broker is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee or person entitled to receive such property, the carrier/broker after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to see or dispose of such property directly or by the employment of a competent salvage agent. The carrier/broker will also dispose of the property in a manner that will fairly and equally protect the best interest of all persons having an interest therein. The carrier/broker 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 claim, if any, filed thereon. The 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 claim, if any claim is filed, thereon. Whenever disposition of salvage materials or goods will be made directly to an agent or employee of a carrier/broker through a salvage agent or company in which the carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, that carrier/broker's salvage records will fully reflect the particulars of each transaction or relationship or both, as the case may be.

Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore prescribed, the carrier/broker will record in its claim file thereon, the lot number assigned, the amount of money recorded, 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.

Carrier/broker shall establish procedures for identifying and properly apply all unidentified payments. If a carrier/broker does not have sufficient information with which to properly apply such a payment, the carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If the carrier/broker does not receive the information requested within 90 days from the date of notice, the carrier/broker may treat the unidentified payment as a payment in fact, of freight charges owing to it. Following the 90-day period, the regular claims procedure under this part shall be applicable.

When a carrier/broker participates in a transportation movement but does not collect the transportation charges, and finds that an overpayment has been made, that carrier/broker shall immediately notify the collecting carrier/broker. When the collecting carrier/broker (whether single or joint line haul) discovers or is notified by such a participating carrier/broker that an overcharge, duplicate payment or overcollection exists for any transportation charge which has not been submitted and shall record in the file the date it was discovered or was notified of the overpayment. The carrier/broker that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery of notification.



ITEM NO. 51

CLAIMS  
PROCEDURES GOVERNING THE PROCESSING, INVESTIGATIONS AND DISPOSITIONS  
OF OVERCHARGES, DUPLICATE PAYMENT, OR OVERCOLLECTION OF CLAIMS

The regulations set forth in this part govern the processing of claims or overcharge, duplicate payments or overcollection for the transportation of property in interstate or foreign commerce by motor carriers and freight forwarders, brokers subject to 49 U.S.C., Section 113101 et seq.

DEFINITIONS

- (a) "Carrier/Broker" means a motor common carrier, freight forwarder, or broker subject to 49 U.S.C.F.R.
- (b) "Overcharge" means an overcharge as defined in Title 49 of the United States Code & Code of Federal Regulations. It also includes duplicate payments as defined in paragraph (c) and overcollections as defined in paragraph (c) of this section when a dispute exists between the parties concerning such charges.
- (c) "Duplicate Payment" means two or more payments for transporting the same shipment where one or more payment is not in the exact amount of the applicable charges, refunds shall be made on the basis of the excess amount over the applicable charges.
- (d) "Overcollections" means the receipt by a household goods carrier of a payment in excess of the transportation and/or accessorial charges applicable to a particular shipment of household goods, as defined in Title 49, Code of Federal Regulations, under tariffs/schedules lawfully subscribed/published.
- (e) "Unidentified Payment" means a payment which a carrier/broker has received for the performance of transportation services but which the carrier/broker is unable to match with its open accounts receivable or otherwise identify as being due.
- (f) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier/broker for the refund of any overcharge, duplicate payment or overcollection.

FILING AND PROCESSING OF CLAIMS

- (a) A claim for overcharge, duplicate payment, or overcollection shall not be paid unless filed in writing with the carrier/broker that collected the transportation charges. The collecting carrier/broker shall be the carrier/broker to process all such claims. When a claim is filed with another carrier/broker that participated in the transportation, that carrier/broker shall transmit the claim to the collecting carrier/broker within 15 days after receipt of the claim. If the collecting carrier/broker is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier/broker for final disposition.
- (b) A single claim may include more than one shipment provided the claim on each shipment involved
  - (1) the same tariff/schedule issued or authority or circumstances
  - (2) single line service by the same carrier/broker, or
  - (3) service by the same interline carriers/brokers.

### DOCUMENTATION OF CLAIMS

- (a) Claims for overcharge, duplicate payment, or overcollection shall be accompanied by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within the time limitations set forth in Disposition of Claims. Claims shall include the name of the claimant, its file number if any, and the amount of the refund sought to be recovered, if known.
- (b) Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to, the following:
  - (1) The rate classification or commodity description or weight claims to have been applicable.
  - (2) Complete tariff/schedule authority for the classification of commodity description claims.
  - (3) Freight bill payment information.
  - (4) Other documents or data which is believed by claimant to substantiate the basis for its claim.
- (c) Claims for duplicate payment and overcollection shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.
- (d) Regardless of the provisions of paragraphs (a),(b) and (c) of this Section, the failure to provide sufficient information and documentation to allow a carrier/broker to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the carrier/broker shall comply with paragraph (c) of Investigation of Claims, to obtain the additional information required.
- (e) A carrier/broker shall accept copies instead of the original documents required to be submitted in this Section where the carrier/broker is furnished with an agreement/arrangement entered into by the claimant which indemnified the carrier for subsequent claims which might be filed and supported by the original documents.

### INVESTIGATION OF CLAIMS

- (a) Upon receipt of a claim, whether written or otherwise, the processing carrier/broker shall promptly initiate an investigation and establish a file, as required by the provisions set forth in Claim Records.
- (b) If a carrier/broker discovers an overcharge, duplicate payment or overcollection which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Disposition of Unidentified Payments, Overcharges, Duplicate Payments and Overcollections Not Supported by Claims.
- (c) In the event the carrier/broker processing the claim requires information or documents in addition to that submitted with the claim, the carrier/broker shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier/broker becomes subject to the time limits for settling such a claim under the provisions of Disposition of Claims.

## CLAIM RECORDS

At the time claim is received, the carrier/broker shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgement of receipt required in acknowledgement of Claims. If pertinent to the disposition of the claim, the carrier/broker shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved. Upon receipt of a written claim, the carrier/broker shall acknowledge its receipt in writing to the claimant within 30 days after the date of receipt except where the carrier/broker shall have paid or declined the claim in writing within that period. The carrier/broker shall include the date of receipt in its written acknowledgement and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.

## DISPOSITION OF CLAIMS

The processing carrier/broker shall pay, decline to pay or settle each written claim within 60 days after its receipt by that carrier/broker, except where the claimant and the carrier agree in writing to a specified extension based upon extenuating circumstances. If the carrier/broker declines to pay or make settlement in an amount different from that sought, the carrier shall notify the claimant, in writing of the reason(s) for its action, citing tariff/schedule authority or other pertinent information developed as a result of its investigation.

- (a) Carrier/broker shall establish procedures for identifying and properly apply for all unidentified payments. If a carrier/broker does not have sufficient information with which properly to apply such a payment, the carrier/broker shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable it to identify the payment. If the carrier/broker does not receive the information requested within 90 days from the date of the notice, the carrier/broker may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90 day period, the regular claims procedure under this part shall be applicable.
- (b) When a carrier/broker participated in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier/broker shall immediately notify the collecting carrier/broker. When the collecting carrier/broker (whether single or joint line haul) discovered or it notified by such a participating carrier/broker that an overcharge, duplicate payment or overcollection exists for any transportation charge which has not been submitted and shall record in the file the date it discovered or was notified of the overpayment. The carrier/broker that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person who made duplicate payment within 30 days from the date of such discovery of notification.

**EXPLANATION OF ABBREVIATIONS  
AND REFERENCE MARKS**

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Co.....Company  
CFR.....Code of Federal Regulation  
Inc.....Incorporated  
LTL.....Less than Trucking  
M/C.....Minimum Charge  
MC.....Motor Carrier  
NJ.....New Jersey  
TL.....Truckload  
US.....United States  
\$.....Dollars  
%.....Percent