

## **Nebraska Official Household Goods Tariff 7-F**

### **Carrier's Liability on Articles of Extraordinary Value or Perishables**

- (A) The carrier will not assume any liability whatsoever for: documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters, articles of peculiarly inherent value, precious metals or articles manufactured therefrom which are not specifically listed on the bill of lading.
- (B) When perishable articles are included in a shipment with or without knowledge of the carrier, responsibility for condition or flavor will not be assumed by the carrier.

### **Claims**

#### **(A) Claims in Writing Required**

A claim for loss, damage, injury, or delay will not be voluntarily paid by a carrier unless filed in writing as provided in Paragraph (B) below, with the receiving or delivering carrier issuing the bill of lading, or carrier on whose line the alleged loss, damage, injury or delay occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.

#### **(B) Minimum Filing Requirements**

A communication in writing from a claimant filed with the carrier within the time limits specified in the bill of lading or contract of carriage or transportation, and (1) containing facts sufficient to identify the 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 order reports, appraisal reports of damage, notations of shortage or damage, or both, or freight bills, delivery receipts, or other documents, or inspection reports issued by carriers 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 by carriers as sufficient to comply with the minimum claim filing requirements specified in Paragraph(B) above.

**(D) Claims Filed For Uncertain Amounts**

When a claim is presented against a carrier for an uncertain amount, such as “\$100.00 more or less” the carrier against whom such a claim is filed will determine the condition of 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 Paragraph (B) above.

**(E) Other Claims**

If investigation of a claim develops that one or more 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.

**(F) Concealed Damage or Shortage**

Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

**(G) 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), either the original paid bill for transportation services or a photographic copy thereof, and for each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of

depreciation, actual cash value at time of loss or damage and, in the case of damage, a repair estimate.

**(H) Verification of Loss**

When the asserted claim for loss of an entire package 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.

**(I) Satisfaction of Claims**

(1) Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by carrier.

(2) Carrier's liability will be limited to the extent provided in the Terms and Conditions of the Bill of Lading (See item 240)

**(J) Constructive Weight of Packed Interior 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 an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

<u>Container</u>	<u>Weight per container</u>
Drum, Dish-pack	60
Cartons:	
Less than 1.5 Cubic Feet	20
1.5- less than 3 Cubic Feet	25
3- less than 4.5 Cubic Feet	30
4.5- less than 6 Cubic Feet	35
6- less than 6.5 Cubic Feet	45
6.5 cubic Feet and Over	50

Wardrobe Carton	50
Mattress or Box Springs Carton (not exceeding 54"x75")	60
Mattress or Box Springs Carton (Exceeding 54"x75")	80
Crib Mattress Carton	22

Note 1: Cartons containing books or phonograph records will be deemed to weight 50 pounds.

Note 2: Cartons containing lamp shades will be deemed to weight 10 pounds.

Note 3: Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

#### (K) Time Limit for Filing Claims

As a condition precedent to recovery, a claim for any loss, damage, injury, overcharge, or delay, must be filed in writing with carrier within nine (9) months after a reasonable time for delivery has elapsed. A cause of action for a freight damage claim, a rate overcharge, a claim for damages resulting from a delay in transportation or a claim for a lost shipment against a common carrier shall be barred unless it be filed with a court having jurisdiction of the amount in dispute within two (2) years after the date such action accrues. A cause of action for a rate overcharge accrues on the day the overcharge is paid. A cause of action for a freight damage claim, damages resulting from a delay in transportation or a shortage in a shipment accrue on the date of delivery or tender of delivery of the freight by the common carrier. A cause of action for a lost shipment accrues on the date the lost shipment was delivered to the common carrier.

#### (L) Acknowledgement and Settlement by Carrier

Carrier will acknowledge receipt of each claim 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 thereon, the carrier will at that time and at the

expiration of each succeeding 30 day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereon, and send a copy of such letter to the Nebraska Public Service Commission.

(M) Salvage

Whenever property transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereon, not delivered or is rejected or refused upon tender thereon 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 the other parties that may have an interest therein, and unless advised to the company 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 therein. 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 claim, if any filed thereon. 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 thereto. Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before described, carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition for such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.