



Earthlink Cargo & Customs Service  
 5422 W. Rosecrans Ave. #8  
 Hawthorne, CA 90250

**LOSS AND DAMAGE CLAIM FORM**

Bill No.: \_\_\_\_\_

Date: \_\_\_\_\_

PO or Ref No.: \_\_\_\_\_ Claimant's Claim No.: \_\_\_\_\_

This claim for \$ \_\_\_\_\_ is made against your company for:  Loss  Damage

Shipper: \_\_\_\_\_

Consignee: \_\_\_\_\_

Origin City : \_\_\_\_\_

Destination City: \_\_\_\_\_

Date Shipped : \_\_\_\_\_

Date Delivered: \_\_\_\_\_

**DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED**

(Number and description of articles, nature and extent of damage, invoice price of articles, amount of claim, etc. Include serial numbers, full description and value) \*\*All discounts, allowances, and salvage must be shown\*\*

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Amount Claimed:	\$ _____

**The following documents have been submitted in support of this claim:**

- Original/Copy of Bill of Lading
- Carrier Inspection Report or Waiver
- Original paid freight bill
- Replacement Parts Invoice (if applicable)
- Original Invoice from Vendor
- Other Documents \_\_\_\_\_

**Notes / Remarks:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**THE FOREGOING STATEMENT OF FACTS ARE HEREBY CERTIFIED AS CORRECT.**

Claimant Signature: \_\_\_\_\_

Claimant Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# Earthlink Cargo

## Cargo Claims Procedures

Cargo claims will be handled in accordance with 49CFR370

### 1. Notification:

Receipt of the shipment by the consignee without notification of OS&D notations on the Earthlink Cargo bill of lading or delivery receipt will be prima facie evidence that the shipment was delivered free from shortage or damage.

### 2. Bill of Lading Notation:

Shortages and / or apparent damage must be noted on the bill of lading by the consignee at the time of receipt.

### 3. Concealed Damage:

In the case of concealed damage, notification must be furnished in writing to the cargo claims department within fifteen (15) days from the date of delivery of the shipment. When formal claim is filed, claimant must prove the damage in question occurred in Earthlink Cargo custody.

### 4. Transportation Charges:

No claim for loss or damage will be entertained until all transportation charges have been paid.

### 5. Claim Amount:

Claim amounts may not be deducted from transportation charges.

### 6. Inspection:

- A. If necessary, Earthlink Cargo will arrange for an inspection of the damaged freight as soon as practical following notifications.
- B. All containers and packing materials must be retained for inspection.
- C. The inspector will give a copy of the inspection report to the consignee and will forward the original to Earthlink Cargo.

### 7. Filing a Claim:

All claims must be submitted on a standard transportation claim form and, at a minimum, must be supported by:

- A. A copy of the Bill of Lading
- B. A copy of the delivery receipt (if applicable)
- C. Documentation supporting the value of the damaged or lost items.
- D. Documentation supporting the weight of the damaged or lost items.
- E. A copy of the repair invoice or estimate, or a statement from a certified repair technician as to why the goods cannot be repaired.
- F. Loss/Damage inspection report (if one is performed)
- G. Any additional information or pictures that may pertain to the claim.

### 8. Written Request:

All claims must be submitted in writing to Earthlink Cargo within the nine (9) months from the date of acceptance.

### 9. Claims Address:

Claims must be addressed to:

Earthlink Cargo & Customs Service  
5422 W. Rosecrans Ave. #8  
Hawthorne, CA 90250

### 10. Acknowledgement:

Upon receipt of a claim, Earthlink Cargo will acknowledge the claim in writing within, thirty (30) Days, and request any additional documentation of information that may be required.

## DAMAGE CLAIMS

LOSS OR PHYSICAL DAMAGE CLAIMS . Subject to the limitations set forth herein and as provided by applicable law, Earthlink Cargo agrees to pay for loss or physical damage to the shipments described on the Shipping bill, which may be caused by its negligent or willful conduct. Where shipments have declared values, Earthlink Cargo liability for shortage or damage shall be prorated by weight when part of a shipment is lost or damaged. Otherwise, Earthlink Cargo liability shall be determined by multiplying the weight of the lost or damaged article by fifty cents (\$.50) per pound or \$100.00, whichever is less. All claims must be filed within 270 calendar days after the date of acceptance or shall be forever barred. Claims will be presented and adjusted in accordance with the guidelines established by the Interstate Commerce Commission and successor agencies and set forth in 49CFR1005. ICC Administrative Rulings 65 and 128 shall apply. The Shipper understands and agrees that the rates do not include insurance or other compensation for loss, other than as expressly provided and limited hereby. Earthlink Cargo shall not be liable for damage caused by force majeure, Act of God, or the inherent vice of the shipment.

Shortages and/or damage must be noted on the Bill of Lading or Delivery Receipt by the consignee at the time of delivery. A claim for concealed damage must be filed in writing with Earthlink Cargo within fifteen (15) days of delivery. The actual claim, whether for loss or apparent damage must be filed in writing with Earthlink Cargo within 270 days of the date of acceptance, and the claim must include the following as minimum support :

- Date of shipment;
- Earthlink Cargo Bill Number;
- The names and addresses of the Shipper and Consignee;
- A description of the property; and
- A copy of the original invoice for the property lost or damaged.

Receipt of the shipment by the Consignee or the Consignee's agent without notification of shortage, loss, or damage will be prima facie evidence that the shipment was delivered in good condition. No claim will be processed by Earthlink Cargo until all transportation charges have been paid. Amounts of claims may not be deducted from transportation charges. Shipments and their containers and packaging materials must be retained and made available to Earthlink Cargo for the purpose of inspection for up to two (2) days after notification to Earthlink Cargo that a claim is pending.

Earthlink Cargo reserves the right to repair or replace damaged property with no further liability for consequential damage such as, but not limited to, out of service time during repair. All claims must be mailed to:

Earthlink Cargo & Customs Service  
5422 W. Rosecrans Ave. #8  
Hawthorne, CA 90250