



Re: CLAIM PROCESS

Dear **American Van Lines Customer**

We have received your request to file a claim for damage/loss incurred by your move with our company. Enclosed is a claim form that must be completed and returned to our office within **9 months** from the date your goods were delivered.

Please fill out completely with approximate weight & dollar amount next to items claimed with inventory numbers so they can be cross-referenced. Also, make sure there is a description of damage. Please be sure to include **color pictures to help support your claim if you are filing a claim for damages**. If you are filing a claim for **missing items**, please indicate missing next to the item you are claiming. If you are requesting **compensation or a refund for a delay or other** please indicate this in the **“remarks”** section at the bottom of the claim form.

Please be advised, if you are filing a claim for Property Damage you must submit **pictures** of the actual damaged and (3) separate estimates for repairs. We will not be able to process your claim without the required information being submitted.

Pursuant to the terms of the shipping agreement, if no additional insurance was purchased, your household goods will be released to a value not exceeding **\$.60 per pound per article** on items noted as damaged or missing at time of delivery. The determination of weight for the damaged items is based on the Joint Military/ Industry Table of Weights and your estimate.

If additional valuation has been purchased we will at our option either, repair the item to its condition prior to moving (or pay you for the cost of such repairs) or replace the article with a like kind and quality (or pay you the cost for such replacement).

The claim form and any documents regarding your claim may be sent to our office via email claims@americanvanlines.com, fax (888) 689-9991 or mail to 1351 NW 22nd Street Pompano Beach, FL 33069.

If you require any assistance with completing the claim, please contact our claims department at 888-342-6683, or by email at: claims@americanvanlines.com

Sincerely,

Claims Department
American Van Lines

1351 NW 22nd St Pompano, FL 33069
Phone (888) 342-6683 · Fax (888) 689-9991
Email: claims@americanvanlines.com

STANDARD PROOF OF LOSS AND DAMAGE CLAIMS UNDER UNIFORM HOUSEHOLD GOODS BILL OF LADING

(Name of Claimant)	Phone#	Date of Filing Claim	(Claimant's Number)
(Address of Claimant)			
(Name of Carrier)			(Carrier's Number)
(Address of Carrier)			

for _____ in connection with shipments herein described:
(loss or damage)
 Description of shipment _____
 Name and Address of Shipper _____
 Date shipment was loaded _____ moving from _____
(St. Address - City & State)
 To _____
(NAME of party empowered to receive, if other than shippers.) Street, City & State
 State where shipment was temporarily detained in storage either at origin; or destination: _____

If claim is for breakage or shortage to items packed in containers give following information:
 By whom packed _____ By whom unpacked _____ Date unpacked _____
 When was damage or shortage discovered _____ By whom discovered _____

NAME OF YOUR INSURANCE CO. EFFECTING COVERAGE ON PROPERTY TRANSPORTED: _____

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

(List number, description of items, nature and extent of loss or damage, etc.)	Weight	Acquired Date	Original Cost	Value at Time of Loss	Amount Now Claimed

THE FOLLOWING DOCUMENT IS SUBMITTED IN SUPPORT OF CLAIM

1. A repairman's estimate of cost of repair.

REMARKS

The undersigned, signer of the foregoing statement, hereby makes a solemn oath to the truth of the statements contained herein, and exhibits attached hereto.

 Date

 (Signature of Claimant)

Please Read Carefully Before Filing Claims

A. It is essential that claimants make use of this form for filing claims with carriers in order that your claim receive prompt attention. Under the uniform bill of lading Sec. (2B) it is a condition prerequisite that claims be filed in writing with receiving or delivering carrier. Claims will be considered properly presented only when the information and documents called for on the other side of this form have, as far as possible, been supplied. Sec. 2B of Contract Terms and Conditions provides in part as follows: "As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred.

B. The terms under which property is accepted and transported by a carrier are stated on the bill of lading issued by the carrier; 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 the property was accepted and transported.

C. Carriers and their agents are bound by the provisions of law, and any deviation therefrom 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. Section 216d of the Motor Carrier Act of 1935 provides in part as follows: "It shall be unlawful for any common carrier by motor vehicle engaged in interstate or foreign commerce to make, give, or cause any undue or unreasonable preference or advantage to any particular person, port, gateway, locality, or description of traffic in any respect whatsoever, or to subject any particular person, port, gateway, locality, or description of traffic to any unjust discrimination or any undue or unreasonable prejudice or disadvantage in any respect whatsoever."

D. In order that 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.

E. Under the provisions of the Motor Carrier Act, 1935, 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 . . . To refund or remit in any manner or by any device, any portion of the rates and charges so specified through the payment of fraudulent, fictitious or excessive claims for loss or damage to merchandise transported is as much a violation of law as is a direct concession or departure from the published rates and charges.