

75Metropolitan Van and Storage, Inc.
P.O. Box 829, Martinez, Ca 94553
(925) 372-8015/ (707) 745-1150

CAL P.U.C. T-95137

**FORM FOR PRESENTATION OF LOSS OR DAMAGE CLAIM TO CALIFORNIA
HOUSEHOLD GOODS CARRIER UNDER UNIFORM HOUSEHOLD GOODS BILL OF
LADING**

Claimant's Name _____
Phone(s) Day _____ Night _____
Cell _____ Fax _____
Address _____
County _____

**I/ WE HEREBY MAKE CLAIM FOR LOSS OR DAMAGE AGAINST YOUR
COMPANY. SUCH LOSS OR DAMAGE OCCURRED WHILE MY/OUR GOODS
WERE IN THE CUSTODY OF: Metropolitan Van and Storage, Inc.**

Have you filed a claim with any other company? _____
If yes, who? _____

DELIVERY

Date of delivery ____/____/____. If shipment delivered into Carrier's warehouse
then complete the following:

Date delivered into storage ____/____/____ Warehouse Receipt# _____.

Delivery Address: _____

**NOTE- METROPOLITAN HAS THE OPTION TO REPAIR OR REPLACE ANY AND
ALL DAMAGED ITEMS.**

VALUATION

What was the total of all goods shipped with the moving company?

What type of Valuation did you declare? Value Amount \$ _____
_____.60 cent/lb. _____ Actual Cash Value _____ Full Value _____ Don't Know

PACKING

Are you claiming any damage or loss to items packed in cartons? If yes, complete the
following:

Was there any external damage to the packing container? _____yes _____ no

Who packed the container? _____

When was the damage discovered? ____/____/____ By who? _____

The undersigned being the person who completed this claim form and files claim against the
carrier for damage or loss, hereby certifies under penalty of perjury, that the statements
contained including herein all articles attached, are true representation and that no
material facts pertinent to the handling of this claim have been withheld.

**I/WE CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO
THE BEST OF OUR
KNOWLEDGE/BELIEF.** _____

Before Filling out Claim Form read These Instructions
CLAIM FILING INSTRUCTIONS

This claim form is presented to you for your convenience. It is not required that you must use its format: however, the use of this form may simplify and expedite your claim. Should you decide to write a letter or attach addendum sheets, you must observe Items 1-4 below

1. TIME LIMITS

The claim must be filed within 9 months after delivery of property, or in case of failure to make delivery of property, within 9 months after reasonable time for delivery has elapsed. The carrier may not legally waive this requirement.

2. CLAIM IN WRITING REQUIRED

State regulation provides that as a condition precedent to recovery, claims must be filed in writing with the carrier and signed sworn under oath to be true. **IT IS NOT REQUIRED THAT THIS CLAIM BE NOTARIZED.**

3. CLAIM INFORMATION REQUIRED

Claim information required is as follows:

- 1) Type of claim. (I.E. Residence damage-damage to walls, floors, etc.,, Cargo damage-loss or damage to household goods, Inconvenience claim-costs due to late pickup or delivery),
- 2) Identify the item and demand a specific action such as: Repair and/or replacement (Carrier's preference) or cash allowance, etc.,
- 3) Description of specific damage (Scratched, broken, missing, etc.)
- 4) Copy of Inventory (where applicable) and
- 5) Original shipping document. (Copy of you Bill of Lading where applicable)

4. CARRIER LIABILITY

Claim settlements are based upon C.P.U.C. Regulations and industry claims practices. Information regarding the Carrier's Liability can be found on the reverse of your bill of lading and the Important Notice Handbook. Some items such as washers, dryers, refrigerators and other electrical, mechanical and electronic items have specific limits of liability. Be sure to read these limits of liability prior to filing a claim on these items.

5. BELOW ARE INSTRUCTIONS FOR COMPLETING THE FRONT OF THIS FORM:

A. Inventory Number: If an inventory was made, each item of your shipment carried a tag showing an item number and lot number. Please write the item number. If you cannot locate the tag, locate the item number from the inventory sheets. This is especially important for missing container-packed items. If your move did not have an inventory, write "None" in this column.

B. Article: Describe each item carefully for which claim is being made nothing also: manufacturer (if known), brand name, style model, color, size, pattern, material (wood, metal, plastic, etc.) Example: "Five drawer Dresser, Lane Mfg. Co., white beechwood. If missing article from carton, note carton item number.

C. Nature of Claim: State if loss (Item not delivered) or damage. If damage, describe extent and location of damage. Example: "Top dresser drawer scratched right side-front, dented left side-bottom."

D. Weight of Article: Estimate the weight of the item damaged.

E. Age: State age of item to your best ability.

F. From Whom & Where Purchased, Date of Purchase

G. Cost New: List the replacement cost for the item.

H. Action Desired: List what it is that you're are claiming, for example: (Note, the carrier has the option to repair and/or replace any and all damaged items.)

“Cash”: You may ask for a sum of money and forgo repairs, or you may ask for cash to replace a missing item. State the sum requested.

“Repair”: You may ask to have the item repaired to professional standards. The carrier will advise you as to the repair firm.

“Replace”: Note this only if item is missing and if you want the item replaced. Do not claim “replaced” based upon an assumption that an item cannot be repaired.

“Advise”: Note this if you are not sure of the best option under the circumstances for reimbursement of the claimed item.

6. KEEP ALL CLAIMED ITEMS

Under regulation, the carrier has the right to inspect all damaged items. **DO NOT THROW AWAY THE ITEMS DAMAGED.** Keep them in the event inspection is required or you may forgo your opportunity to recover.

7. LEAVE DAMAGED PACKED ITEMS IN-PLACE

Leave the packed item in its container shipped in as you found it. Do not continue unpacking the carton until the carrier has determined the course of action necessary.

8. MISSING ITEMS SHOULD BE CALLED IN IMMEDIATELY

The carrier may be able to trace for missing items and locate them thereby eliminating the need to claim the item.

9. DO NOT REPAIR WITHOUT APPROVAL

Never repair or begin repair of any item claimed without written permission from the carrier. Do not obtain any estimates for repair which may result in an estimate fee (for which you expect reimbursement) without first obtaining written permission from the carrier. Under most conditions, the carrier will assign a professional repair firm to either repair or investigate and then will advise you on damages.

Should you have any questions about your claim or completing your claim form please contact the carrier’s office and ask to speak with the Claim’s Adjuster.

The California Insurance Code #556 requires that this document contain the following language which is a part of that section.

It is unlawful to:

(a) Present or cause to be presented any false or fraudulent claim for the payment of a loss under a contract of insurance.

(b) Prepare, make, or subscribe any writing, with intent to present or use the same, or to allow it to be presented or used in support of any such claim.

Every person who violates any provision of this section is punishable by imprisonment in the State Prison not to exceed three years, or by fine not exceeding one thousand dollars, or by both.

Subdivision © of section 222 “Motor carrier Act of 1935” reads:

Any person, whether carrier, shipper, consignee, or broker or any officer, employee, agent or representative thereof, who shall knowingly offer, grant, or give, or solicit, accept, or receive any rebate, concession, or discrimination in violation of any provision of this part, or who by means of any false statement or representation, or by the use of any false or fictitious bill, bill of lading, receipt, voucher, roll, account, claim, certificate, affidavit, deposition, lease, or bill of sale, or by any other means or device, shall knowingly and willfully assist, suffer or permit any person or persons, natural or artificial, to obtain transportation of passengers or property subject to this part for less than the applicable rate, fare, or charge, or who shall knowingly and willfully by any such means or otherwise fraudulently seek to evade or defeat regulation as in this part provided for motor carrier or broker, shall be deemed guilty of a misdemeanor and upon conviction thereof be fined not more than \$500 for the first offense and not more than \$2,000 for subsequent offenses.

