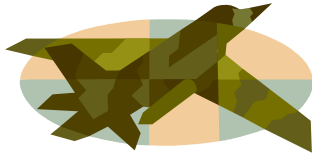


Newsletter: *Special Military Claims Edition*

Paperwork!

Especially with so many more DP3 shipments coming in, we need to revisit the importance of paperwork—the right form, filled out the right way...

- Have a good supply of **Loss and Damage Forms** (1840's for TOPS shipments, and the new "1850/51" forms for DP3)
- Use the correct **High Value High Risk Inventory**—and familiarize yourself with the NFC policy which mandates the use of this form for both High Value and High Risk Items. Don't forget to have customer initial each item at delivery in addition to signing
- Don't forget the numbered **security seals** for the High Value/High Risk program
- **Inventories** should be accurate and complete, and the customer should be included in the process of identifying old damages ("pencil-whipped" inventories have proven to be a direct cause of poor customer satisfaction scores)



Special tip—do not wait for a special request from the carrier to trace for missing items, or to investigate loss and damage. A rider or delivery document should in itself be sufficient to start an investigation.

Become the Expert!

The government expects more and more from us as professional movers. The underlying theme is that today's moving and storage agency is expected to have an ever widening amount of expertise. The challenge is to have somebody at your agency who is your resident "expert" for all of these things. The more services that you can provide, the more valuable you will be to TSP's who are booking shipments out of your area. The following are just a few of the areas where you as an agency will be expected to "be the expert."

- **Front Load Washers** - able to find and install bolts to secure drum on any make and model
- **Flat Panel TVs**— It is the agent's job, not the driver's, to adequately pack these TV's
- Tempur-pedic or other **memory foam mattresses**—must be laid flat on top of the load (cannot put on their side, or stack other things on top of them—may need to build special tier)
- Crating expertise for marble tops and other items is necessary; third party services are not allowed

Inherent Vice: How to protect yourself

Inherent vice (definitions vary but one common theme is that the carrier is “free from negligence”) is one of a list of reasons that a carrier may use to rebut a prima facie case of liability. In order to deny liability for inherent vice, the carrier must be able to show that negligence was not the cause of damage. The burden of proof, unlike “PED” or “proof of tender”, is on the carrier when it comes to inherent vice. The 400NG includes some important verbiage that you may be able to use to protect yourself from having to pay for damages that do occur in shipment, but are not the fault of any mover. That phrase is:



If the TSP, after giving electronic notice to the appropriate government transportation office, or electronic or written notice to the owner, of a potential risk of loss or damage to the shipment from the above causes, is instructed by the government or the owner to proceed with such transportation and/or delivery, notwithstanding such risk, the TSP shall not be liable for the loss attributed to the risk.

What does this mean to the mover? Basically, if you are aware of an item of furniture that has been over-waxed, and you warn the customer in writing about the inevitability of pad marks, and they advise you to ship it anyway, then in theory, we would have no liability. **Please read the article below for another specific example involving shipments of wine.**

Shipping Wine

(Companion article to inherent vice above) - A recent claim we had for wine is a good example of how to protect ourselves from a claim for an inherent vice. There are some military installations, especially overseas, that will not allow a carrier to refuse wine for shipment; they state that we must take it or face suspension. Of course, wine will not withstand extreme temperatures of the type that will occur in a truck or on a boat in the heat of summer or freezing cold of a winter in the northern latitudes. We regularly warn the customers of this fact, as we don't want claims for “ruined wine.” I am in the process of appealing a claim now for wine that popped open from freezing temperatures during shipment. Based on the regulation in the preceding article, we must warn the customer in writing of the possibility that the wine may be ruined due to temperatures, and how we cannot provide refrigeration on the truck, or even AC in a warehouse, etc. If we are then instructed by either the base or customer in writing to take it anyway (in writing), then as long as we were not negligent in some other way during the move, we would not have liability based on the above provision. NOTE: Champagne or other carbonated beverages should NOT be shipped as they are hazardous by virtue of their being under pressure. Obviously, where to draw the line when deciding whether the item can be shipped or not is a grey area, and in general, we are going to be able to successfully move most household goods.

Special tip— *Customer Satisfaction scores will largely drive which agents get the business . One question is about the timeliness of arrival. With just a little bit of extra communication, this should be an easy “12” - give the smallest window you can and then be sure to be there!*

