

TYAR CLAIM INSTRUCTIONS:

3 Way Transfer of Arkansas(TYAR) shipments move subject to the Uniform Straight bill of Lading as found in the National Motor Freight Classification (NMFC) Tariff, 100 series. Section 2(b) of the bill of lading provides that claims and supporting documentation are required to be filed with the TYAR, in writing within nine (9) months of the date of delivery. TYAR will not pay a claim filed outside these time constraints.

All shipments also move subject to either contracts or tariffs. If you or your company does not have a contract with TYAR your shipment most likely moved subject to the NMFC Classification and TYAR Rules Tariff.

TYAR Rules Tariff describes prohibited articles. It also limits TYAR's total liability. Please refer to the latest addition of the rules Tariff at www.threewaytransfer.com.

CLAIMS MUST CONTAIN:

- The freight bill number
- Reason for claim: shortage, damage, repair, allowance, and pilferage.
- What is claimed: number of cartons, units per carton, description of merchandise, including: part, stock item, model, and/or serial number(s)
- Specific dollar amount of the claim
- Any supporting information or documentation explaining the claim

DOCUMENTS REQUIRED:

- Copy of the original invoice for merchandise lost or damaged on the shipment for which the claim represents.
- Copy of the delivery receipt or paid freight bill
- Copy of the inspection report and additional pictures, if available
- Detailed explanation of repair costs, if applicable, showing the breakdown for parts, labor rate per hour, and materials used, plus a copy of the invoice for the purchase of the parts
- **TYAR during the investigation of the claim**, may require additional documentation or explanation that establishes the measure of damages, or evidence indicating TYAR liability
- **Acknowledgement and Disposition of claims:**
- TYAR will acknowledge claim within thirty (30) days after receipt, and assign a separate claim number.
- TYAR will pay, decline payment, or make firm offer of compromise within 120 days after receipt of claim.
- **Claim Mitigation:**
- When damaged goods are not completely destroyed and rendered worthless, the claimant is required by law to take all necessary steps to minimize the loss to the fullest possible extent.
- If the goods can be repaired for a reasonable amount, or sold at a discount in the present condition, or retained for an allowance, the claimant would arrange for such repairs or sell them at the best price obtainable; provided such action is reasonable in relationship to their actual market value. The method that best serves to minimize the loss must be employed before filing a formal claim with TYAR.
- If the goods cannot be repaired economically, sold at a reasonable discount, or retained for an allowance, and a claim is therefore filed with TYAR for their full actual value, the claimant must retain the damaged goods and preserve its remaining value until TYAR has completed its investigation of the claim.

IF THE DAMAGE RESULTED FROM SUCH NON-CARRIER CAUSES AS INADEQUATE PACKAGING, MANUFACTURING DEFECTS, ETC., CLAIM SHOULD BE FILED DIRECTLY WITH VENDOR/SUPPLIER.

- **Salvage Retention:**
- It is the duty of the consignee, or party in possession, to retain damaged merchandise and shipping container without disposing thereof, until the investigation of the claim has been concluded. In the event TYAR accepts full liability and the claim is to be paid, TYAR is entitled to take possession of the damaged goods for recovery purposes. If the TYAR does not take possession of the damaged merchandise within a reasonable time period following acceptance of liability, the consignee or party in possession of the goods must contact TYAR and request removal of goods from premises.
- **General Information regarding Freight Claims:**
- When damaged freight is found, during or after delivery, the consignee, or party in possession must notify TYAR at its local freight terminal office and request an inspection within 15 days after delivery. In cases of concealed damage, the burden of proving TYAR liability rests with the claimant by showing evidence that the damage had not occurred prior to, or after TYAR's handling.
- If after investigation, it is found that the responsibility for loss, or damage is with another carrier with whom the shipment was interchanged, the claim will be transmitted to the responsible carrier on behalf of the claimant. A claim will not be voluntarily paid in advance until receiving notice of payment from the responsible carrier. These claims sometimes take longer to settle than claims involving one carrier.