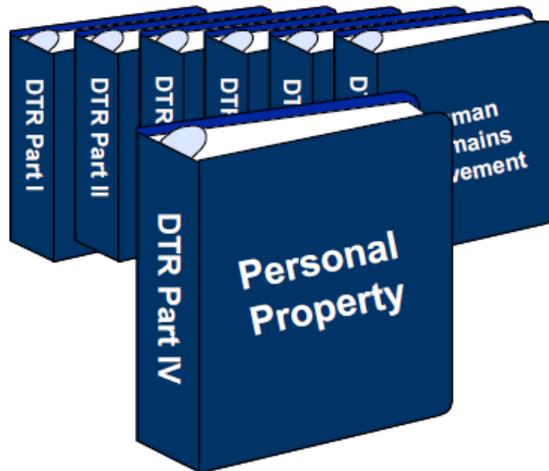




# DEFENSE TRANSPORTATION REGULATION PART IV

## PERSONAL PROPERTY



September 2007



# Chapter 410 – Specialized Procedures

## C. INCONVENIENCE CLAIMS

1. It is the carrier's responsibility to pickup and deliver personal property shipments on the agreed date. Failure to do so can cause serious inconvenience to the DOD members/employees and family, and can result in the expenditure of funds by the member/employee for lodging, food, rental/purchase of household necessities, and directly related miscellaneous expenses.
2. The carrier will acknowledge receipt of an inconvenience claim filed by a member/employee or a TO within 15 calendar days from the date of receipt. The carrier will reimburse the member/employee within 30 days from receipt for reasonable out-of-pocket expenses limited to the items specified in Paragraph C.3. (below) and other items needed by a member/employee while awaiting the delivery of his or her HHG which result from the failure to offer the shipment for delivery on or before the RDD as stated on the PPGBL/BL or correction notice. The contractor is not liable for these costs if the delay was caused by acts of God, acts of the public enemy, acts of the government, acts of the public authority, violent strikes, mob interference, or delays of Code 5, Code J, or Code T shipments, caused by the government in which carrier negligence did not contribute to the delay. The maximum liability for lodging will not exceed the per diem lodging rate, based on the number of people in the member's/employee's family, e.g., the member/employee and spouse would be expected to share one room in a hotel; additional family members, depending on age and sex, may require additional rooms. Carrier's maximum liability for meals and incidental expenses will not exceed the Meals and Incidental Expenses rate for the member/employee and each family member. The member/employee will document the claim fully with an itemized list of charges and accompanying receipts for charges incurred. Charges will be computed from the day after the RDD specified on the PPGBL/BL as the RDD or PPGBL/BL correction notice thereof or the date following the day the member/employee obtains quarters, whichever date is the latest, and will be payable through the day of actual delivery of the shipment.
3. Expenses: Out-of-pocket expenses are all expenses incurred by a member/employee and their family members because they are not able to use the items in the shipment or to establish his or her household. Expenses include but are not limited to, lodging, meals, laundry service, furniture and/or appliance rental, to include rental of a television or other similar expenses such as towels (two per person), pots, pans, paper plates, plastic knives, plastic spoons, plastic forks, paper and/or plastic cups, and napkins. A request for reimbursement of alcoholic beverages in any quantity is prohibited. If the carrier purchases tangible household items such as towels, pots, and pans, the carrier may make arrangements to reclaim those items upon delivery of the member's/employee's shipment. The member/employee must be cautioned that out of pocket expenses claimed must be reasonable and relate directly to relieving a definite hardship being suffered by the member/employee or the member's/employee's dependents.
  - a. The carrier will pay the member/employee within 30 calendar days of the receipt by the carrier of the member's/employee's receipts for reasonable out of pocket expenses and will report to the destination TO, with a copy to HQ MTMC, ATTN: MTPP-PP, of the final action taken, to include the date and total amount of settlement if the claim is deemed to be valid. In the event of a disputed claim, the carrier will appeal the case to the destination TO no later than the 35<sup>th</sup> day. The TO will make every effort to resolve the dispute by the 45<sup>th</sup> day. If the carrier disagrees with the decision of the TO, the carrier may appeal the case to HQ MTMC by the 50<sup>th</sup> day. The decision of HQ MTMC is final and the claim will be settled within 10 days from the postmark date of the HQ MTMC decision letter or a total of 75 days from the claim's submission date, whichever occurs later. If HQ MTMC determines the claim is valid and the carrier refuses to pay or resolve the claim, HQ MTMC may suspend the carrier and convene a Carrier Review Board to determine if further punitive action will be taken. If the carrier fails to settle a valid inconvenience claim, set-off action will be taken against the carrier by the finance office. The carrier is not responsible for payment of an inconvenience claim when a shipment is ordered in SIT at destination, regardless of the RDD, unless the need for SIT is a direct result of the carrier's failure to effect delivery of the shipment by the RDD and the member/employee was officially ordered away from the area at the time delivery was available. The carrier will reimburse the member/employee through the day prior to the member's/employee's departure from the area.

# Appendix B – Tender of Services Personal Property HHG and UB

## O. LOSS OR DAMAGE/INCONVENIENCE CLAIMS

### 2. Inconvenience Claims.

- a. I hereby reaffirm that it is my responsibility to pickup and deliver personal property shipments on the agreed date. My failure to do so can cause serious inconvenience to the DOD members/employees and family, and can result in the expenditure of funds by the member/employee for lodging, food, rental/purchase of household necessities, and directly related miscellaneous expenses.
- b. I agree to acknowledge receipt of an inconvenience claim filed by a member/employee or a TO within 15 calendar days from the date of receipt. I further agree to reimburse the member/employee within 30 days from receipt for reasonable out-of-pocket expenses limited to the items specified in Chapter 410, Part II, Paragraph N.2.c. and other items needed by a member/employee while awaiting the delivery of his or her household goods which result from my failure to offer the shipment for delivery on or before the RDD as stated on the PPGBL/BL or correction notice thereof. I am not liable for these costs if the delay was caused by acts of God, acts of the public enemy, acts of the Government, acts of the public authority, violent strikes, mob interference, or delays of Code 5, Code J, or Code T shipments, caused by the Government and my negligence did not contribute to the delay. My maximum liability for lodging will not exceed the per diem lodging rate, based on the number of people in the member's/employee's family, e.g., the member/employee and spouse would be expected to share one room in a hotel; additional family members, depending on age and sex, may require additional rooms. My maximum liability for meals and incidental expenses will not exceed the Meals and Incidental Expenses rate for the member/employee and each family member. The member/employee will document the claim fully with an itemized list of charges and accompanying receipts for charges incurred. Charges will be computed from the day after the RDD specified on the PPGBL/BL as the RDD or correction notice thereof or the date following the day the member/employee obtains quarters, whichever date is the latest, and will be payable through the day of actual delivery of the shipment.
- c. Expenses: Out-of-pocket expenses are all expenses incurred by a member/employee and their family members because they are not able to use the items in the shipment or to establish his or her household. Expenses include but are not limited to, lodging, meals, laundry service, furniture and/or appliance rental, to include rental of a television, or other similar expenses such as towels (two per person), pots, pans, paper plates, plastic knives, plastic spoons, plastic forks, paper and/or plastic cups, and napkins. A request for reimbursement of alcoholic beverages in any quantity is prohibited. If I purchase tangible household items such as towels, pots, and pans, I may make arrangements to reclaim those items upon delivery of the member's/employee's shipment.
  - (1) I agree to pay the member/employee within 30 calendar days of the receipt of member's/employee's receipts for reasonable out-of-pocket expenses and will report to the destination TO, with a copy to HQ MTMC, ATTN: MTPP-HQ, of the final action taken, to include the date and total amount of settlement if the claim is deemed to be valid. In the event of a disputed claim, I may appeal the case to the destination TO no later than the 35<sup>th</sup> day. The TO will make every effort to resolve the dispute by the 45<sup>th</sup> day. Should I disagree with the decision of the TO, I may appeal the case to HQ MTMC by the 50<sup>th</sup> day. I understand the decision of HQ MTMC is final and the claim must be settled within 10 days from the postmarked date of the HQ MTMC final decision letter or a total of 75 days from the submission date, whichever occurs later. If HQ MTMC determines the claim is valid, and I refuse to pay or resolve the claim, HQ MTMC may suspend my company and convene a carrier review board to determine if further punitive action should be taken. Additionally, I understand that should I fail to settle a valid inconvenience claim, set-off action will be taken against my company by the claims/finance office. I am not responsible for payment of an inconvenience claim when a shipment is ordered in SIT at destination, regardless of the RDD, unless the need for SIT is a direct result of my failure to effect delivery of the shipment by the RDD and the member/employee was officially ordered away from the area at the time delivery was available. I agree to reimburse the member/employee through the day prior to the member's/employee's departure from the area.