Inconvenience Claim

There are times when a TSP fails to deliver your personal property as scheduled. This may cause some financial hardship for you and your family. You may file an inconvenience claim against the TSP for failure to meet scheduled delivery dates. This may provide some relief for you. The TSP is not liable for inconvenience 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 as TSP negligence did not contribute to the delay. To determine which code your shipment moved, check with your transportation office. The claim can only be for out-of-pocket expenses caused by the TSP's failure to act on the agreed date. Out-of-pocket expenses are all expenses incurred by a member and their family members because they are not able to use the item in the shipment or to establish his or her household. Expenses include but are not limited to, lodging, meals/food, 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. The member understands that out of pocket expenses claimed must be reasonable and relate directly to relieving a definite hardship being suffered by the member or the member's dependents. The transportation office at your new duty station can assist you, but you are responsible for filing the inconvenience claim directly with the home office of the TSP.

You should understand:

☐ The inconvenience claim can result in the expenditure of funds for lodging, food, rental/purchase of household necessities, and directly related miscellaneous expenses.

☐ The purchase of household items must be reasonable and relieve a definite hardship.

☐ If purchasing tangible household items such as (towels, pots, and pans, etc.), the TSP may make arrangements to reclaim those items upon delivery of your shipment.

☐ Maximum liability for lodging and meals/food will not exceed the per diem lodging rate and meals incidental rate for member/employee and each family member.

☐ You must document the claim fully with an itemized list of charges and accompanying receipts for charges incurred.

☐ Charges are computed from the day after the RDD and through the day of actual delivery of the shipment.

☐ The TSP 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 your failure to effect delivery of the shipment by the RDD and you were officially ordered away from the area at the time delivery was available.
☐ TSP's are quick to deny inconvenience claims that appear to be excessive and/or unreasonable.

If your claims are justified but denied by the TSP, contact the destination transportation office for assistance. The transportation office representative should assist you with your appeal to the TSP's home office. If the appeal does not resolve the claim, your transportation office may forward the file to Headquarters, Surface Deployment and Distribution Command (SDDC) (formerly Military Traffic Management Command) that will go to the TSP's home office again.

INCONVENIENCE CLAIMS

1. PURPOSE :

To provide policy and procedures for service members to file inconvenience claims against personal property carriers when the member and/or dependents are inconvenienced due to the carrier's failure to pick up and/or deliver personal property shipments by the agreed date.

AUTHORITY: Defense Transportation Regulation (DTR) 4500.9-R Part IV Chap 410.C

2. GENERAL :

The carrier industry has generally shown willingness to honor reasonable claims that are a direct result of the carrier's failure(s) to pick up and/or deliver personal property shipments on the agreed dates.

a. 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 the reimburse the member/employee within 30 days from receipt for reasonable out of pocket expenses limited to the items specified in Paragraph C. (below) and other items needed by a member/employee while awaiting the delivery of his or his 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.

b. 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 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.

3. PROCEDURES: The Personal Property Shipping Office (PPSO) should counsel the member and/or dependents during both the outbound and inbound counseling sessions on the provisions and stipulations associated with the Carrier Inconvenience Claims Program.

   a. The PPSO will advise the member and/or dependents on the following provisions:

      (1) Member's right to file an inconvenience claim against the carrier for out-of – Pocket expense was inconvenience as a result of the carrier's failure to pick up and/or deliver the property on the agreed date.

      (2) Member must be advised of the importance of obtaining receipts for all out-of-pocked expense incurred while waiting for pick up or delivery of personal property. The receipts must be kept for all expenses incurred to verity amount claimed.

      (3) The claim should only include the cost of living expense over and above what would normally be expended had the shipment been picked up and/or delivered on the required date(s).

      (4) Member should be advised to submit in writing the reason for his/her inconvenience to include his/her GBL, RDD date and actual delivery date. mailing address, daytime phone number, and provide a list of purchases with receipts by mail. fax or e-mail.

   b. FILING: For Air Force and Amy, the destination transportation office will assist the member in preparing the claim. For Navy and Marine Corps, the local transportation office should assist the member. In all cases, the members are required to file claims directly to the Carrier's home office. The claim package should include as a minimum:

      (1) A copy of the member's claim letter.

      (2) An itemized list of charges and accompanying receipts for charges incurred.

      (3) Copies of the Government Bill of Lading (GBL), DD Form 1299 (Application for Shipment of Personal Property), and Inventory Sheets.

   c. DISTRIBUTION:

      (1) The member should mail the inconvenience claim packet registered/certified or Fax and E-mail (With a return receipt requested) directly to the home office of the Carrier.

      (2) A copy of the packet should be filed in the member' shipment file.

SAMPLE INCONVENIENCE CLAIM LETTER

Slow Poke Van Lines
0000 Hollywood Blvd
Los Angeles, CA. 0000

SUBJECT: Inconvenience Claim

Dear Sir:

I am writing to file an inconvenience claim against your company for the out-of-pocket expenses that my family and I incurred due to your failure to meet the request delivery date (RDD) on my household goods shipment.

My household goods shipment was picked up on 15 September 2008 at Fort Drum, New York under GBL #DP000,000 with an RDD of December 2008, ninety days past the RDD.

I had economy quarters on 15 September 2008 but was forced to move into a hotel since my household goods did not arrive. The local military family housing office did not have furniture available for our use. The hotel expenses were in addition to my monthly rent that I also had to pay. I was also forced to purchase essential winter clothes since these items were shipped with my HHGs.

The items listed below are those out-of-pocket expenses that were imposed upon me and my family due to the late arrival of my HHG shipment.

10 days in a Korean Hotel ($40/day) x 10	= $400.00
Meals for 10 days (wife & children)	= $325.00
Purchased costs of items allowed	= $100.00
Rental costs of item allowed	= $200.00
Total amount of claim	$ 1,025.00

I request that your company remit a check payable in the amount shown above to me at the address in the heading of my letter. If you have question, please call me at XXX-XXX-XXXX or E-mail: _____.

Sincerely,

(3) The inconvenience claims should be maintained in a suspense file at the PPSO Pending receipt of a reply, notice or reply from the carrier. If no response is received by the suspense date, the PPSO will issue a Letter of Warning failure to acknowledge receipt by the carrier. The date of receipt should be verified by the date on the certificate of mailing.

d. Carrier Denial: In the event of a disputed claim, the carrier will appeal the case to the destination TO no later than 35th day. The TO will make every effort to resolve the dispute by the 45th day. If the carrier disagrees with the decision of the TO, the carrier may appeal the case to HQ SDDC by the 50th day. The decision of HQ SDDC is final and the claim will be settled within 10 days from the postmark date of the HQ SDDC decision letter or a total of 75 days from the claim's submission date, whichever occurs later. If HQ SDDC determines the claim is valid and the carrier refuses to pay or resolve the claim, HQ SDDC may suspend the carrier and convene a Carrier Review Board to determine if further punitive action will be taken. If carrier fails to settle a valid inconvenience claim, set-off action will be taken against the carrier by the finance office.