

TRANSFERRING ALL OR A PORTION OF YOUR NON-DPS HOUSEHOLD GOODS CLAIM TO THE MILITARY CLAIMS OFFICE (MCO)

1. GENERAL.

These instructions are designed to provide specific guidance to DON personnel who are required to file their household goods claim (HHG) directly with a Transportation Service Provider (TSP) outside the Defense Personal Property System (DPS) and who desire to transfer all or a portion of that claim to the Military Claims Office (MCO). Your MCO is the Personnel Claims Unit (PCU) located in Norfolk, Virginia (non-Navy personnel can access the link to their respective MCO from www.move.mil). **Read these instructions carefully.**

You should follow the instructions provided in this packet if you are a claimant who:

- Had loss of or damage to your household goods (HHG) while it was shipped or stored at Government expense and you must file a paper claim directly with your TSP because your move was not booked through the Defense Personal Property System (DPS).
- Had loss of or damage to your HHG while it was shipped or stored at Government expense and you were granted a waiver allowing you to file your claim directly with the TSP outside the Defense Personal Property System (DPS). Exceptions to the requirement that the customer file against the TSP in DPS will be granted on a case-by-case basis, in writing, by the MCO. Government assistance will be available to overcome most issues in regards to the automated claims process. Some examples of exceptions are no access to a computer, Claims for deceased customers (Bluebark) involving surviving family members not familiar with the claims process and language barriers in the claims filing process.
- Had loss of or damage to your HHG while it was shipped or stored at Government expense and you want to waive your Full Replacement Value (FRV) entitlement and file your claim directly with the MCO.
- You have filed your claim with the TSP and you now want to transfer it to the MCO.

You MUST submit your claim to the TSP within 9 months after the date of delivery in order to qualify for the FRV of lost or destroyed items. The TSP is required to provide you with instructions on how to file your claim with the TSP. If the TSP did not do so, please contact the PCU at toll free 888-897-8217; commercial 757-440-6315; DSN 564-3310 or by email at norfolkclaims@navy.mil.

If you decide not to first file your claim with the TSP and to file your claim directly with the PCU, you give up your right to FRV and you must sign a waiver acknowledging that you understand you have given up your right to FRV. This claims package is the package you will use for filing your HHG claim directly with the PCU and waiving your

right to be paid FRV. The package can also be located at www.jag.navy.mil (select "Claims" on the screen).

If you are within 9 months of delivery and have not filed a claim against your TSP, you should use the claim forms provided to you by your TSP to complete that action. However, many TSP's will accept the attached DD Form 1844 (List of Property and Claims Analysis Chart) as an appropriate format for itemizing your loss. We recommended you communicate with your TSP and determine if they will accept this form. This will prevent additional work should you decide to transfer all or a portion of your claim to the PCU.

If your move was booked through the DPS and you are within 9 months of delivery but have not filed a claim against your TSP, **you can access your DPS account to file your claim at www.move.mil. For User Id/login, system error, or DPS application issues contact the System Response Center at (800) 462-2176, (618) 220-7332, or DSN 770-7332. You can also email the response center at <mailto:sddc.safb.dpsd@us.army.mil> or submit an online ticket at <https://www.sddc-srchelpme.com>. Do not allow access issues to delay you past the 9 month deadline. If you experience difficulty accessing the DPS system and the DPS response center cannot fix the access problems, you should contact the PCU immediately for assistance.**

2. FILING YOUR CLAIM WITH THE TSP

a. LIMITS OF LIABILITY:

(1) For shipments accepted with requested pickup dates on or after 15 May 2019: If you "SUBMIT" your claim within 9 months, the TSP's maximum liability on a shipment is \$5,000 or \$6 per pound times the weight of the shipment, whichever is greater, but not more than \$75,000. If these limitations do not satisfy your loss, the government will evaluate for additional settlement.

(2) For shipments accepted with requested pickup dates prior to 15 May 2019: If you "SUBMIT" your claim within 9 months, the TSP's maximum liability on a shipment is \$5,000 or \$4 per pound times the weight of the shipment, whichever is greater, but not more than \$50,000. If these limitations do not satisfy your loss, the government will evaluate for additional settlement. If you "SUBMIT" your claim after nine months from delivery, but before 2 years, the TSP is liable for only depreciated value of the goods, up to a maximum of \$1.25 per pound times the net weight of your shipment.

b. THREE DEADLINES YOU MUST NOT MISS:

(1) 75 DAYS FROM DELIVERY: Loss or damage to an item **MUST** be reported to the TSP **within 75 days from the date of delivery**. The TSP **MUST** list all missing or damaged items that are discovered on the day of delivery on the DD Form 1840 (Joint Statement of Loss or Damage at Delivery), and you signed that form. After the TSP leaves, you have 75 days to discover any other lost or damaged items and report those items on the DD Form 1840R (Notice of loss or Damage After Delivery) and fax or mail to the **TSP within 75 days after delivery**. If mailed, send it to the

address in block 9 on the DD Form 1840 side of the form **by certified mail**. If faxed, keep a copy of the delivery message. Finally, the DD Form 1840R may be taken to the nearest Personal Property Shipping Office (PPSO) or faxed to the Personnel Claims Unit (PCU) but it must be done within 70 days after delivery. That office will dispatch it to the TSP for you. Filing past the 75 day period can have a **negative impact** on any claim filed or may even result in the denial of your claim. (For DPS performed moves, you received a "Notice of Loss and/or Damage After Delivery Form" in lieu of the DD Form 1840R. The address for your TSP is located in the lower right hand corner of this form).

If you completed a "High Value/High Risk" inventory when your property was picked up by the TSP at origin, you were required to note any items missing from this list when your property was delivered. You were required to initial receipt of each item on the high value inventory and sign to acknowledge that you received each and every item. You should have taken the time at delivery to open each box listed on the high value inventory to ensure that nothing is missing from inside the box. If your claim includes missing or damaged items from this High Value/High Risk inventory but you failed to note it at the time of delivery, you should include a statement as to why you did not note the loss or damage at the time of delivery.

(2) NINE (9) MONTHS FROM DATE OF DELIVERY: You **MUST** submit your claim to the TSP **within 9 months after the date of delivery in order to qualify for the full replacement value of lost or destroyed items**. The claim **MUST** list each item that was lost or damaged and give a general description of the damage. The claim must also include an amount claimed. Because the TSP is responsible for arranging for a repair firm to inspect your items, we recommended you use the replacement cost value in the amount claimed block to ensure you do not underestimate your loss. Instructions for filing your claim with the TSP were provided to you by the TSP at the time of delivery.

NOTE: Submission of the DD Form 1840 or DD Form 1840R **does not constitute** the filing of a claim.

Do not get estimates of repair in order to file your claim. If you file your claim directly with the TSP within 9 months of delivery, the TSP is responsible for obtaining estimates. **You will not be reimbursed for any estimate fees for estimates you obtain unless the TSP expressly requested you obtain the estimates.**

Do not delay filing your claim beyond the 9 month deadline in order to get additional information you think the TSP may need. If you file past the 9 month deadline you will forfeit your right to receive FRV for lost and/or destroyed items. If your claim is timely filed, you may present additional information at a later time.

Be sure to keep a copy of what you send to the TSP and send your claim certified mail. If the TSP does not provide instructions on how to file a claim, immediately contact the PCU for assistance.

(3) TWO (2) YEARS FROM DATE OF DELIVERY: Federal law requires that you deliver your claim with the TSP or PCU within two years after it accrues. For household goods shipments, the claim accrues on the date of delivery. This requirement

is statutory and cannot be waived. Remember, although you have two years after delivery to file your claim, you must file your claim with the TSP within nine months after delivery in order to be paid FRV for any lost or missing items.

c. DAMAGE INSPECTION

The TSP is entitled to inspect damaged items at any time prior to settlement of the claim, but the TSP may not deny a claim solely on the basis that it was unable to inspect any item. If you have repaired an item before the TSP inspection, you must provide the TSP with the repair bill or some other evidence of the damage and repair cost. If you have disposed of a damaged item, you must give the TSP evidence that the item was damaged beyond economical repair.

At any time before a claim is filed, you may call the TSP and ask them to inspect or to give you permission to dispose of any damaged items. The TSP has 2 business days to respond to you and tell you that either the items will be inspected or that you may dispose of the items. If the TSP tells you it wants to inspect the items, the inspection must be accomplished within 45 calendar days of your request to them unless you grant a further extension.

If you refuse to permit the TSP to inspect, the TSP will contact the PCU to request their assistance to arrange for an inspection of the goods. If you cause a delay by refusing inspection, the TSP will get an equal number of days to perform the inspection/estimate (45 calendar days plus the number of delay days caused by you).

The TSP must inspect within 45 calendar days of the date of delivery or 45 days from the date of dispatch of the Notice of Loss or Damage, whichever is later. You are required to cooperate with the TSP in making appropriate, reasonable arrangements for this inspection. Failure to cooperate may prevent the government from getting reimbursed by the TSP for the damaged items. Any amount the government is unable to collect from the TSP due to your failure to cooperate with the TSP must be deducted from your payment. If you are having problems with the TSP, you should contact the local PPSO or PCU.

d. DISCARDING ITEMS AND SALVAGE

Do not discard any items before settlement of the claim and the expiration of the TSP's inspection period. The TSP may salvage (take possession of) any item it agrees to pay you the amount of the full replacement cost. The TSP must take possession of these items at your residence, or other location agreed to by you, not later than 30 days after receipt of your complete claim or 30 days from the date the Government filed a claim against the TSP for those line items you transferred and received compensation on from the PCU. However, in no case will the 30-day period for the TSP to pick up the items end until after the period allowed for the TSP inspections (45 days from date of delivery or dispatch of the Notice of Loss or Damage). You and the TSP can agree to extend the 30-day pickup period. If you refuse to cooperate with the TSP in the exercise of its salvage rights, the TSP will contact the PCU and request assistance. Remember, at any time in this process you may ask the TSP whether you may dispose of an item and you are entitled to get an answer from the TSP within 2 days of your request. Please do

not hesitate to contact the PCU if you have any concerns or questions about discarding destroyed items.

e. SETTLEMENT OF THE CLAIM

The TSP is required to pay, deny, or make an offer within 60 days of receipt of a complete, substantiated claim. The TSP is required to complete payment to you within 30 days of receipt of notice that you have accepted a full or partial settlement.

Even though the TSP has 60 days to settle your claim, if the claim is not settled to your satisfaction after 30 days, you can transfer all or a portion of the claim to the MCO for adjudication under the claims statutes.

However, you may transfer a claim immediately without waiting 30 days, and still be eligible for FRV, if:

- You receive notice that the TSP has made a final offer on the claim or denied it in full.
- You receive notice by the Military Surface Deployment and Distribution Command (SDDC) that the TSP is in bankruptcy.
- You receive notice that the TSP's DOD approval has been revoked, or their contract terminated.
- The TSP fails to comply with the catastrophic loss provisions. These provisions provide that a catastrophic loss occurs when over 60% of the inventory line items in a given shipment are lost, damaged or destroyed. A TSP is required to identify and make partial, advance payment to owners who suffer a catastrophic loss within 48 hours of discovery or notification of the loss, unless the owner and TSP agree otherwise.
- The TSP fails to comply with the essential items provisions. These provisions provide that within 2 business days of being notified of the loss of an essential item, the TSP must either pay for the item(s), provide temporary or permanent replacement for the item(s), or such other arrangement as agreed to by the owner. Owners must notify the TSP, MCO, or PPSO of such a loss within 7 days of the date their goods were delivered. If these requirements are not met, the item will not be considered "essential." Essential items are defined as those items necessary for everyday living which would reasonably need to be replaced promptly such as refrigerators and other appliances necessary for the safe storage and preparation of food; medical equipment and mattresses. Any payment made by the TSP for the loss of essential items will be considered an advance on any claim. You are required to file a claim for your loss and the advance payment made will be deducted from the final amount of any award.

3. TRANSFERRING YOUR CLAIM FROM THE TSP TO THE MCO

If you filed your claim directly with the TSP and are unable to settle all, or a portion of the claim, you can transfer your claim to the PCU. To transfer your claim to the PCU, you must notify the TSP in writing (by letter or email) detailing what items you are transferring to the PCU. To transfer your claim to the PCU, you need to complete the

attached DD Form 1842 (Claim for Loss of or Damage to Personal Property incident to Service) and attach a copy of your Government Bill of Lading and your written notice to the TSP notifying them of the item(s) you are transferring to the PCU. If the TSP did not perform an inspection, you will need to comply with the guidance outlined on the attached checklist. If you need more specific guidance or have questions about transferring your claim, please contact the PCU.

Upon receipt of your transferred claim, the PCU will contact you in writing at the home address you provide on the DD Form 1842. The PCU will notify you in writing when they have received your transferred claim and provide you a new claim number and PCU point of contact. If you do not receive any notification within two weeks of transferring your claim, please contact the PCU.

The claims examiner assigned to your claim will communicate directly with the TSP to obtain a copy of all documents related to the claim that you initially filed with the TSP. If after we review the documentation obtained from the TSP we determine additional information is needed from you, the claims examiner assigned to your case will contact you.

Remember, it's your claim. You, the claimant, are in the best position to provide the specific information necessary for the fast and fair adjudication of your claim. The claim you transfer will be adjudicated pursuant to the Military Personnel and Civilian Employees Claims Act (PCA) (31 U.S.C. § 3721). The PCA is a gratuitous payment statute and is not intended to replace insurance. The PCA only allows payment up to the fair market value (FMV) (depreciated value) of lost or destroyed items. If the FMV is paid on any line item, and you originally filed your claim with the TSP within nine months after delivery, we will assert a demand against the TSP for the FRV of that item. If recovered, the difference between the FMV and the FRV will be forwarded to you.

4. WHO MAY TRANSFER/FILE A CLAIM WITH THE MCO?

a. Proper Claimant. The Military Personnel and Civilian Employees' Act (PCA) covers all active duty members and reservists on active duty for training under federal law. The PCA also applies to Department of the Navy (DON) Federal employees. Reservists or retired members may only claim for moving damages under the PCA if loss or damage occurred in connection with the movement or storage of their personal property under orders.

b. Power of Attorney (POA). If your DPS claim was filed and then transferred to the MCO by anyone other than yourself, that person must be designated as your legal representative by a POA in order to communicate with the PCU once the claim has been transferred. Payment will be made to the claimant's account, not to the agent's, unless the POA specifically authorizes the agent to both file the claim and receive payment. If an agent is transferring a claim on your behalf, the agent must include a copy of the POA. The designation of an agent to release and/or take delivery of a shipment is not a valid POA to file a claim on your behalf. Your agent must have either a General POA granting him the power to do everything you could do, or a Specific POA granting him the authority to file your claim. Many Region Legal Service Offices (RLSOs) provide POA on a walk-in basis. The prospective claimant must be present to

grant a POA. Remember, the POA must be effective on the date the claim is transferred to the PCU.

5. PRIVATE INSURANCE.

You **DO NOT HAVE TO FILE** with your private insurance company **IF** your claim is for loss/damage to your personal property **while it was being shipped or stored at government expense**. However, you should consider the fact that your private insurance may pay you for items for which the government cannot pay. For example, if you forgot to take the ink pen out of your pants pocket and it caused the clothing in a box to be stained by ink, the government could not pay for the loss because the damage was caused by your own negligence. If you have any questions about whether or not to file with your insurance company, you need to discuss your concerns with the company. Claims personnel are not authorized to counsel you regarding private insurance coverage.

6. HOW DO I GET PAID?

a. SETTLEMENT FROM THE TSP. For items that are damaged but not destroyed, the TSP can choose to either repair the items to the extent necessary to restore them to their original condition when received by the TSP, or pay you the repair cost.

For most items that are destroyed (i.e., the repair cost exceeds replacement cost) or lost, the TSP can choose to either replace the lost or destroyed item with a new item, or pay you the full replacement value of a new item.

For boats, personal watercraft, ultra light aircraft, pianos, organs, firearms, objects of art, all terrain vehicles, and snowmobiles, the TSP may replace the item with a comparable used item or pay you the fair market value (depreciated) replacement cost, because these are large, expensive items that are not part of the typical shipment and like motor vehicles, they are readily available as a used item.

When FRV applies to a shipment that includes one or more motor vehicles (automobiles, vans, pickup trucks, motorcycles or sport utility vehicles), the TSP's maximum liability for the vehicles is the value stated in the current issue of the N.A.D.A's Official Used Car Guide for such vehicle(s), adjusted for mileage and other factors considered in the guide. However, if either you or the TSP have obtained an appraisal of the vehicle from a qualified appraiser, settlement will be based on the appraised value rather than the book value.

If the TSP decides to pay you the repair or replacement costs of the item(s), they are required to issue you a check within 30 days of receipt of notice that you have accepted a full or partial settlement.

b. PAYMENT FROM THE MCO. The line items you transferred to the MCO are adjudicated pursuant to the Military Personnel and Civilian Employees Claims Act (PCA) (31 U.S.C § 3721). The PCA is a gratuitous payment statute and is not intended to replace insurance. The PCA only allows payment up to the fair market value (FMV)(depreciated value) of lost or destroyed items. If the FMV is paid on any line item,

and you originally filed your claim with the TSP within 9 months after delivery, we will assert a demand against the TSP for the FRV of that item. If recovered, we will pay you the difference between the FMV and the FRV.

Claims payments by the PCU are processed through the Defense Finance and Accounting Service (DFAS). DFAS electronically deposits payments directly into your pay account. If you do not have a DFAS pay account (i.e., you are no longer in the military or work for the DoD), you will need to fill out the attached Electronic Funds Transfer (EFT) Data sheet.

A checklist is attached to this packet to assist you in completing your claim. Failure to comply with this checklist will delay the processing of your claim.

CLAIMS PACKET

PCA CHECK-OFF LIST FOR LOSS OR DAMAGE TO PERSONAL PROPERTY DURING A HOUSEHOLD GOODS MOVE

I understand that my claim must contain the following information and documentation. I have included one copy of each document and I have kept a copy of each document for my own records. My initials on each line mean I have included a copy of the requested document in this file.

I MUST BE SURE THE TSP OR PCU RECEIVES MY CLAIM WITHIN TWO YEARS FROM THE DATE OF DELIVERY OF MY HOUSEHOLD GOODS. I UNDERSTAND THAT SIMPLY MAILING THE CLAIM WITHIN THE TWO YEARS IS INSUFFICIENT; THE CLAIMS OFFICE MUST RECEIVE THE CLAIM WITHIN TWO YEARS. THE DD FORM 1840/R I SUBMITTED IS NOT MY CLAIM, BUT IS FOR NOTIFICATION OF LOSS TO THE TSP ONLY.

1. ____ This checklist.
2. ____ DD Form 1842, Claim for Loss of or Damage to Personal Property Incident to Service. I have completed every section of the 1842, **including Block 9, Amount Claimed, Block 10, Circumstance of Loss or Damage, and Block 17, Signature.**
3. ____ I have private insurance (such as homeowner's or renter's insurance). For claims for loss or damage to property being shipped or stored at government expense, I understand that I **do not** have to file with my insurance company but that the amount paid by the Navy may be less than what I may be entitled to under my insurance policy. If I have first filed with my private insurance company, I have included a copy of the Declaration Page of my policy and any correspondence from my insurance company.
4. ____ If I have authorized someone else to file my claim or to receive payment, I have included a **POWER OF ATTORNEY. (A SIGNED STATEMENT IS NOT SUFFICIENT).**
5. ____ DD Form 1844, List of Property and Claims Analysis Chart. I have completed each section of the DD Form 1844 including all applicable information in Blocks 1 through 4. I have provided detailed descriptions of damage to each item claimed (if article is missing, indicate "missing" in description of damage), original cost, month and year of purchase, repair cost or replacement cost, and inventory number (Blocks 5-11).
6. ____ One repair estimate, from a qualified repair firm. **If the cost of the estimate will be over \$75, I will contact the PCU before I obligate myself to pay that estimate fee.**
 - a. ____ I have/ ____ have not had a representative of the TSP inspect the damages that occurred in this shipment. (check appropriate response)

IMPORTANT NOTE: If the TSP hired a repair firm to inspect my items, I understand that I do NOT have to obtain a repair estimate, that the claims examiner assigned to my case will obtain a copy from the TSP. Otherwise, I will ensure the estimates I obtain are complete as outlined below:

b. **REPAIR COST.** If I am claiming the cost to repair an item exceeds \$100.00, I have provided an estimate from a firm that is in the business of repairing such items (e.g., washer/dryer from an appliance repair firm, furniture from a furniture repair or re-upholstery shop). If the item is damaged beyond economical repair, the estimate must state this and I have submitted evidence to prove the replacement price of the item as described above. **The estimate clearly states the specific area on the item and damages to the item that are being repaired. An estimate that simply shows "repair" or "refinish" is not acceptable.**

c. **Electrical/Electronic Items.** For each electrical/electronic item (such as TV's, stereos, computers, refrigerators, etc.) with a value over \$100 I submitted one of the attached electrical/electronic repair forms completed by a person in the business of repairing such items. (You can make copies of the attached form if necessary). For each damaged electronic item with no external damage noted, I have included a detailed statement concerning the working condition of this item prior to my move with specific information on:

- 1) who used the item last and when;
- 2) that the item worked properly at that time;
- 3) that no one moved the item after the last use and before the packers moved it;
- 4) whether there was visible damage to the item or the box it was shipped in; and
- 5) whether there was rough handling witnessed by me either at where my goods were packed and picked up or at where they were delivered.

d. **Re-upholstery.** The estimate must state that:

- 1) the materials used are of comparable quality to the original material;
- 2) patching, reweaving, using material from a different part of the item or any less expensive method of repair is not possible; and
- 3) must list cost of material and labor separately.

e. **REPLACEMENT COST.** I have verified a claimed replacement cost of \$100.00 or more by clippings from catalogs, newspaper advertisements, etc., which show pictures and prices of identical or comparable items or written quotes from a firm which sells identical or comparable items and attached that documentation to my claim.

f. **PHOTOGRAPHS.** If I have pictures of visible damages to the items being claimed, I have included them with my claim. I placed the item's line number, from the DD Form 1844, on the picture. I understand I will not be reimbursed for the cost of the pictures.

ALL ESTIMATES MUST BE IN ENGLISH OR HAVE AN ENGLISH TRANSLATION ATTACHED.

7. _____ I understand the claims examiner may require additional repair estimates or proof of replacement costs for any item listed on the DD Form 1844 while in the process of adjudicating the claim or if the repair or replacement cost submitted is excessive for average repairs or replacement of like items in the area.

8. _____ A legible copy of the DD Form 1840/1840R (pink sheet) I turned into the TSP, PPO or other service claims office.

9. _____ All inventory sheets received from the TSP.

10. _____ Government Bill of Lading.

11. _____ I have completed the Electronic Fund Transfer (EFT) Data sheet. (Only necessary if you do not have a current pay account through the Defense Finance and Accounting Service [DFAS], such as personnel who have left military service without retiring).

12. _____ I understand that the TSP has salvage rights to any destroyed item for which I have been paid full replacement or depreciated value and that my failure to retain the item for the TSP or reasonably cooperate with the TSP to retrieve those items will result in reduction in the amount paid to me. I have read and will comply with the TSP's rights to salvage as outline in section 8 of this claims packet.

If any information is missing, my claim will be adjudicated with the information provided and may result in items being paid for lesser amounts than claimed or denied for failure to substantiate the claim.

(CLAIMANT SIGNATURE) (Date)

(CLAIMANT EMAIL)

ELECTRICAL/ELECTRONIC REPAIR FORM

Date _____

To the Estimator:

We must determine if damage to an item is transit-related as a result of mishandling during shipment. Further, it should also be considered in your assessment, if the damage is a manufacturer's defect or the result of normal wear and tear by age. Please complete this form to document your evaluation, or attach your firm/company documentation as appropriate, as long as the same type of information is provided.

Firm Name & Address: _____

Firm Telephone Number: _____

Firm Contact Representative: _____

ITEM ESTIMATED: _____

(Include Make/Model/Description) Estimated Age: _____

1. There (was) (was not) external damage to the item.

2. I (was) (was not) able to determine the cause of the damage. To the best of my knowledge, I have determined the nature and extent of damage as follows:

3. I summarize the cost of repairs as follows:

| | |
|---------------|----------|
| (parts) _____ | \$ _____ |
| (parts) _____ | \$ _____ |
| (parts) _____ | \$ _____ |
| (parts) _____ | \$ _____ |
| (labor) _____ | \$ _____ |

Totals: Parts/Labor: \$ _____ Overall Total: _____

Tax: \$ _____

4. I (have) (have not) determined that the item damaged as described above (is) (is not) beyond economical repair. I estimate a similar or comparable replacement item to be valued at \$ _____

CLAIM FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY INCIDENT TO SERVICE

PART I - TO BE COMPLETED BY CLAIMANT *(See back for Privacy Act Statement and Instructions.)*

| | | | |
|---|---|---|----------------------------------|
| 1. NAME OF CLAIMANT <i>(Last, First, Middle Initial)</i> | 2. BRANCH OF SERVICE | 3. RANK OR GRADE | 4. SOCIAL SECURITY NUMBER |
| 5. HOME ADDRESS <i>(Street, City, State and Zip Code)</i> | | 6. CURRENT MILITARY DUTY ADDRESS <i>(If applicable) (Street, City, State and Zip Code)</i> | |
| 7. HOME TELEPHONE NO. <i>(Include area code)</i> | 8. DUTY TELEPHONE NO. <i>(Include area code)</i> | 9. AMOUNT CLAIMED | |
| 10. CIRCUMSTANCES OF LOSS OR DAMAGE <i>(Explain in detail. Include date, place, and all relevant facts. Use additional sheets if necessary.)</i> | | | |

| | | |
|--|------------|-----------|
| 11. DID YOU HAVE PRIVATE INSURANCE COVERING YOUR PROPERTY? <i>(E.g., say "Yes" on a shipment or quarters claim if you had transit, renter's or homeowner's insurance; say "Yes" on a vehicle claim if you had vehicle insurance. Attach a copy of your policy.)</i> | YES | NO |
| 12. HAVE YOU MADE A CLAIM AGAINST YOUR PRIVATE INSURER? <i>(If "Yes," attach a copy of your correspondence. If you have insurance covering your loss, you must submit a demand before you submit a claim against the Government.)</i> | | |
| 13. HAS A CARRIER OR WAREHOUSE FIRM INVOLVED PAID YOU OR REPAIRED ANY OF YOUR PROPERTY? <i>(If "Yes," attach a copy of your correspondence with the carrier or warehouse firm.)</i> | | |
| 14. DID ANY OF THE CLAIMED ITEMS BELONG TO THE GOVERNMENT OR TO SOMEONE OTHER THAN YOU OR YOUR FAMILY MEMBER? <i>(If "Yes," indicate this on your "List of Property and Claims Analysis Chart," DD Form 1844.)</i> | | |
| 15. WERE ANY OF THE CLAIMED ITEMS ACQUIRED OR HELD FOR SALE, OR ACQUIRED OR USED IN A PRIVATE PROFESSION OR BUSINESS? <i>(If "Yes," indicate this on your "List of Property and Claims Analysis Chart," DD Form 1844.)</i> | | |

16. UNDER PENALTY OF LAW, I DECLARE THE FOLLOWING AS PART OF SUBMITTING MY CLAIM:
 If any missing items for which I am claiming are recovered, I will notify the office paying this claim. (For shipment claims.) Missing items were packed by the carrier; they were owned prior to shipment but not delivered at destination; after my property was packed, I/my agent checked all rooms in my dwelling to make sure nothing was left behind.
 I assign to the United States any right or interest I have against a carrier, insurer, or other person for the incident for which I am claiming; I authorize my insurance company to release information concerning my insurance coverage.
 I authorize the United States to withhold from my pay or accounts for any payments made to me by a carrier, insurer, or other person to the extent I am paid on this claim, and for any payment made on this claim in reliance on information which is determined to be incorrect or untrue. I have not made any other claim against the United States for the incident for which I am claiming. I understand that if any information I provide as part of my claim is false, I can be prosecuted.

| | |
|---|---|
| 17. SIGNATURE OF CLAIMANT <i>(or designated agent)</i> | 18. DATE SIGNED <i>(YYYYMMDD)</i> |
|---|---|

PART II - CLAIMS APPROVAL *(To be completed by Claims Office)*

| | | |
|---|--|--|
| 19. PROCEDURE <i>(X one)</i> | 20. AMOUNT AWARDED. The claim is cognizable and meritorious under 31 U.S.C. 3721; the claimant is a proper claimant; the property is reasonable and useful; the loss has been verified in accordance with applicable procedures as prescribed by the controlling departmental regulation; and the following award is substantiated: | \$ |
| <input type="checkbox"/> a. SMALL CLAIMS | | |
| <input type="checkbox"/> b. REGULAR CLAIMS | | |
| 21. SIGNATURES <i>(Signatures at a and c not required if small claims procedure is utilized)</i> | | |
| a. CLAIMS EXAMINER | b. DATE SIGNED <i>(YYYYMMDD)</i> | c. REVIEWING AUTHORITY |
| d. DATE SIGNED <i>(YYYYMMDD)</i> | | |
| e. TYPED NAME AND GRADE OF APPROVING AUTHORITY | f. SIGNATURE OF APPROVING AUTHORITY | g. DATE SIGNED <i>(YYYYMMDD)</i> |

PRIVACY ACT STATEMENT

AUTHORITY: 31 U.S.C. 3721, and EO 9397, November 1943 (SSN).

PRINCIPAL PURPOSE(S): Filing, investigation, processing and settlement of claims for losses incident to service.

ROUTINE USES:

a. Information is principally used to provide a legal basis for the administrative payment of claims against the Government. Information is also used in connection with:

- (1) Recovery from common carriers, warehouse firms, insurers and other third parties.
- (2) Collection from claimants of improper payments or overpayments.
- (3) Investigation of possible fraudulent claims.
- (4) Possible criminal prosecution by the Department of Justice or other agencies if fraud is established.

b. Social Security Numbers are used to assure correct identification of claimants in order to assure payment to the proper claimant and avoid duplication of claims.

DISCLOSURE: Voluntary; however, failure to supply information will cause delay in settlement and may result in denial of a portion or all of the claim.

INSTRUCTIONS TO CLAIMANTS

1. You must submit your claim in writing within two years of the date of the incident giving rise to the claim. This two year time limitation may not be waived.

2. The claimant or an authorized agent must complete and sign Part I of this form, answering all questions. If the claim is signed by an agent (*such as a spouse*) or a survivor of a deceased proper claimant, that person must have a document showing his or her authority to present the claim, such as a power of attorney, etc.

3. If the claim is for property lost or damaged while being shipped or stored pursuant to travel orders, submit copies of your orders and all shipping documents, including your inventory and your "Joint Statement of Loss or Damage at Delivery/Notice of Loss or Damage," DD Forms 1840/1840R. If you notice damage after delivery, you must complete the DD Form 1840R and get it to the Claims Office within 70 days after delivery.

4. You may obtain further information from a Claims Office.

5. You are entitled to claim the following:

a. Reasonable local repair cost, if an item can be economically repaired. (*You may claim small amounts without an estimate. Otherwise, submit an estimate of repair from a repair firm or, if repairs have been completed, your receipt. The claims office may waive this in appropriate cases.*)

b. Reasonable local replacement cost if an item is missing, destroyed, or not economic to repair. (*Replacement costs may be obtained from commercial catalogs or a military exchange. If you cannot find the item in a catalog or the exchange and the cost is more than \$100.00, obtain a statement from a commercial firm for the cost of a similar item. If you have purchase receipts, bring these to the Claims Office as well.*)

c. Reasonable cost of obtaining local estimates of repair, if the cost of such estimates will not be credited if repair work is done. (*Normally, you may not claim appraisal fees.*)

PART III - DENIAL OR SUPPLEMENTAL PAYMENT (To be completed by Claims Office)

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| <p>23. DENIAL (<i>X if applicable</i>) The claim is not cognizable or meritorious under 31 U.S.C. 3721 and the applicable provisions of the controlling departmental regulation, and is denied.</p> | <p>24. SUPPLEMENTAL PAYMENT (<i>X and complete if applicable</i>) The claim is cognizable and meritorious under 31 U.S.C. 3721, and the following additional award is substantiated: \$</p> |
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| | | | |
|-----------------------|------------------------------|------------------------|------------------------------|
| 25. SIGNATURES | | | |
| a. CLAIMS EXAMINER | b. DATE SIGNED (YYYYMMDD) | c. REVIEWING AUTHORITY | d. DATE SIGNED (YYYYMMDD) |

| | | | |
|---|----------|--------------|------------------------------|
| 25. APPROVING/SETTLEMENT AUTHORITY (<i>Settlement Authority is required for denial.</i>) | | | |
| a. TYPED NAME | b. GRADE | b. SIGNATURE | c. DATE SIGNED (YYYYMMDD) |

