

# Inconvenience Claims. TSP Information.



Inconvenience claims are limited in scope per the Tender of Service (TOS). When the RDD is missed, by as little as one day or when the pickup is missed in the same time frame, a customer may file an Inconvenience claim against the TSP. Customer's may claim for but are not limited to the following:

**Lodging.** Lodging is primarily when the HHG's miss the RDD and the customer cannot set up their home. If the pick-up date is missed and the customer had to pay for a hotel, because they planned to spend the night in the hotel after the pick-up, this is also compensable. Lodging will generally not apply for UB shipments as a UB shipment does not include furniture and appliances needed to set up a household. The maximum liability for lodging will not exceed the Meals and Incidental Expenses rate for the customer and each family member in the area where the shipment is to be delivered.

See <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm> to determine per diem rates for any particular area.

**Meals/Groceries.** Meals and Groceries is also primarily for when the HHG's miss the RDD. This can include reasonable restaurant meals and/or reasonable costs for Groceries. Customers cannot submit costs for 5 star restaurants.

**Laundry.** This item is also generally limited to a HHG missing its RDD because the customer does not have access to their washers or dryers. It must be noted that International Shipments normally will not contain washers or dryers as these items generally required to be put into NTS. Customers, both Military and Civilian can and do receive washers and dryers overseas issued by the DOD. Review the customer's inventory to ensure that no washer or dryer was shipped before authorizing Laundry Service.

**Incidental Expenses.** There are no specific rules in the TOS in what constitutes an Incidental Expense. Discretion is given to the TSP and any incidental expense should be reviewed carefully.

**Furniture and/or Appliance Rental.** (to include the rental of a TV). This mainly applies to a HHG shipment missing its RDD. The outright purchase of furniture or appliances is not compensatory, only the rental of such items. When a shipment is delivered in the overseas area such as Europe or the Far East, Service Members are entitled to requesting (upon availability) Government Owned Furniture to use until the arrival of the HHG's. Care should be taken in those areas in authorizing the rental of these items.

**Tangible items** such as towels, pots and pans, paper plates, plastic ware, and napkins. Reasonable quantities of these items should be considered for payment. Up until the TOS was amended in 2/2012, towels were limited to 2 per person in the household. The current TOS does not state a quantity. 2 towels per person is still a reasonable amount to consider.

**NOTE:** Any tangible item the TSP allows for under an Inconvenience claim, the TSP may make arrangements to reclaim these items upon delivery of the customer's shipment. The customer is not allowed to keep these items.

**Alcohol beverages of any type are prohibited from being claimed.**

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**Submission of inconvenience claims.** The TSP must acknowledge receipt of an inconvenience claim filed by the customer within 7 calendar days from receipt of the claim. The TSP further agrees to pay an inconvenience claim within 30 days from the date of submission.

**Substantion of inconvenience claims.** The customer must document the claim fully with an itemized list of charges and accompanying receipts for charges incurred. The customer cannot make an inconvenience claim without providing substantiation. For example for tangible items, the customer must provide the purchase receipts for the items purchased and cannot simply claim a sum certain without receipts. As for Lodging, the customer must provide copies of the hotel receipts for each day the RDD was missed until the delivery of either the HHG or UB. Meals are treated the same as Lodging.

**Exclusions of Liability for inconvenience claims.** The TSP will not be liable for costs, if the missed RDD was caused by natural disasters, acts of the public enemy, acts of the Government, acts of the public authority, violent strikes, mob interference, or delays of Code 5, J or T shipments that were caused by the U.S. Government and the TSP's negligence did not contribute to the delay.

**Disputed claims.** Per the TOS: "In the event of a disputed claim, the origin PPSO (for missed pick-up) or destination PPSO (for failure to deliver) will make every effort to resolve the dispute between the member/employee and the TSP. Should I disagree with the PPSO resolutions, I may appeal the case to SDDC within 10 days of notification from the responsible PPSO. I understand the decision of SDDC is final and the claim must be settled within 10 days from the date of the SDDC final decision. If SDDC determines the claim is valid, and I refuse to pay or resolve the claim, SDDC may place my company in non-use and convene a TSP review Board to determine if further punitive action should be taken."

**In addendum:** extract of "article 14. Inconvenience Claims" - Defense Transportation Regulation - Part IV February 2012 - Appendix B - The Defense Personal Property Program (DP3) Tender of Service (TOS).

# Article 14. Inconvenience Claims.

Defense Transportation Regulation – Part IV 15 February 2012

## APPENDIX B THE DEFENSE PERSONAL PROPERTY PROGRAM (DP3) TENDER OF SERVICE (TOS)

### 14. Inconvenience claims.

a. I hereby reaffirm it is my responsibility to pick up on the agreed date and deliver personal property shipments on or before the RDD. My failure to do so can cause serious inconvenience to DOD members/employees and their family, and can result in the expenditure of funds by the member/employee for lodging, food, rentals, 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 PPSO within seven 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 while awaiting the delivery of their Household Goods (HHG) or Unaccompanied Baggage (UB) which result from my failure to pick up on the agreed date and/or deliver on or before the RDD as stated on the BL or correction notice thereof. I am not liable for costs if delay was caused by natural disasters, 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 that were 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, maybe 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. For a missed pickup, charges will be computed from the first day of the missed pickup as specified on the BL and will be payable through the actual pickup date. For failure to deliver on or before the RDD, charges will be computed starting on the RDD and will be payable through the day of actual delivery of the shipment. I am not responsible for payment of an inconvenience claim when a shipment is ordered into SIT at destination, unless the need for SIT is a direct result of my failure to deliver on or before the RDD. For example; if the member/employee is available to accept delivery after the RDD and they are officially ordered away prior to arrival of the shipment, I agree to reimburse the member/employee through the day prior to the member's/employee's departure from the area. I also agree that I may be liable for an inconvenience claim, should a shipment be placed in SIT without my notifying the member/employee.

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 their shipment or to establish their household. Expenses include but are not limited to lodging, meals/groceries, laundry service/incidental expenses, as well as furniture and/or appliance rental (to include rental of a television), and/or purchase of items such as towels, pots, pans, paper plates, plastic ware, and napkins. A request for reimbursement of alcoholic beverages in any quantity is prohibited. If I purchase/reimburse 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.

d. In the event of a disputed claim, the origin PPSO (for missed pickup) or destination PPSO (for failure to deliver) will make every effort to resolve the dispute between the member/employee and the TSP. Should I disagree with the PPSO resolutions, I may appeal the case to SDDC within 10 days of notification from the responsible PPSO. I understand the decision of SDDC is final and the claim must be settled within 10 days from the date of the SDDC final decision. If SDDC determines the claim is valid, and I refuse to pay or resolve the claim, SDDC may place my company in non-use and convene a TSP Review Board to determine if further punitive action should be taken.