

## CCP EXAM SAMPLE EXAM QUESTIONS & ANSWERS

The examination consists of five modules: a general section plus four modules dealing with issues related to the transportation modes of domestic and international air, rail, truck and water. Each examinee must complete the general section plus two of the related modules for a total of 150 questions.

Each question has only one best answer, therefore more than one answer is considered a wrong answer on the exam. Care is required in reading the question and answering each question. Erasures on the exam are not permitted. Examinees can change an answer by drawing a circle around the incorrect answer letter (e.g. (A) ) and place a checkmark in the appropriate space of the correct answer.

1. The following would qualify as a properly filed claim with a carrier:
  - (A) A proof of delivery request indentifying the shipment.
  - (B) A statement of the claimed amount and identification of the shipment.
  - (C) A claim form and a copy of the applicable invoice.
  - (D) An inspection report and supporting receipts.
  - (E) Repair bills and bill of lading.
  
2. What is the purpose of a carrier inspection ?
  - (A) To establish improper packaging.
  - (B) To establish liability of the shipper.
  - (C) To determine the nature and extent of loss or damage.
  - (D) All of the Above.
  
3. The difference between a Surety Bond and an insurance policy is:
  - (A) A Surety Bond only covers the honesty of the insured, whereas an Insurance policy covers losses from all causes.
  - (B) A Surety Bond acts as a guarantee of payment whereas an insurance Policy does not guarantee payment of claims.
  - (C) No real difference – only different terminology in federal statutes governing application with carriers.
  - (D) All of the above.
  - (E) None of the above.
  
4. In cases concerning loss and damage, a freight forwarder is:
  - (A) Not considered as the carrier.
  - (B) Considered as only the origin carrier.
  - (C) Considered as only the destination carrier.
  - (D) Considered as both the origin and destination carrier.
  - (E) Considered as performing intercity service only and is not acting in the capacity of a carrier.
  
5. What governing body controls international air freight traffic:
  - (A) Carmack Amendment
  - (B) C.O.G.S.A.

- (C) Warsaw Convention
- (D) All of the above

6. The U.S. Supreme Court's decision in Missouri Pacific RR Co. v. Elmore & Stahl concerned:
- (A) Time limits.
  - (B) Burden of proof.
  - (C) Acts of God.
  - (D) The Staggers Rail Act.
  - (E) The TIRRA Act of 1994.
7. When a shipper of household goods collects for loss or damage from an insurance company from whom he purchased trip insurance, the carrier is liable to:
- (A) The consignee.
  - (B) No longer liable.
  - (C) The shipper.
  - (D) The insurance company.
8. Satisfaction and accord are evident in the acceptance of a claim check only when the carrier and claimant have agreed about the settlement amount and there is consideration for the release of the claim.
- (A) True.
  - (B) False
9. In domestic air carriage, liability rules and limits are:
- (A) Governed by the DOT.
  - (B) Air Transport Association
  - (C) Governed by IATA.
  - (D) All of the above.
  - (E) None of the above.
10. What starts the time limit for filing claims on domestic airfreight shipments?
- (A) Delivery date.
  - (B) Acceptance of shipment by carrier.
  - (C) Scheduled flight date.
  - (D) None, because this traffic is exempt.
  - (E) Date cargo was damaged or lost.
11. The maximum liability on a carrier for loss or damage to shipments moving under released value rates is:
- (A) The actual value.
  - (B) The declared or released value.
  - (C) Market value less unpaid freight.
  - (D) invoice price.
12. The I.C.C. Act gives a carrier which is required to pay a claim on a joint movement the right of recovery against the carrier actually responsible for the loss or damage.
- (A) True.
  - (B) False.

13. A claim is required to be in writing by the  
 (A) Carmack Amendment.  
 (B) Staggers Rail Act of 1980.  
 (C) Terms of the Uniform Straight Bill of Lading.  
 (D) The Motor Carrier Act of 1980.  
 (E) None of the above.
14. A claim resulting from damage incurred during intrastate movement by private truck following an interstate rail movement;  
 (A) Is subject to ICC claim regulations.  
 (B) Is not subject to ICC claim regulations.  
 (C) May be filed against either carrier.  
 (D) A and C only.
15. The National Motor Freight Classification rules provide that carriers will make an inspection within how many working days after the receipt of an inspection request by the consignee or consignor?  
 (A) 5 days.  
 (B) 10 days  
 (C) 15 days  
 (D) 9 months  
 (E) There is no time limit.
16. A shipment consisting of two pallets is delivered without exception to the consignee. Each pallet contains 100 cartons and each pallet is shrink-wrapped and upon breaking down the pallets, the consignee discovers 10 cartons missing. The shipper denies a packing error. The consignee can expect to:  
 (A) Absorb the shortage.  
 (B) Receive a credit from the shipper.  
 (C) Receive a compromise from the carrier.  
 (D) Recover fully from the carrier.
17. The measure of damage for delay for which a common carrier is liable at common law is:  
 (A) The invoice value.  
 (B) The difference between the manufacture costs and the destination market value in the condition delivered.  
 (C) Destination market value.  
 (D) The difference between the destination market value on the originally expected date of delivery and the destination market value on the date delivered.  
 (E) None. Delay results in "special damages."
18. The Second Cummins Amendment provides that released rates can be established only in connection with "value declared in writing by the shipper or agreed upon in writing as the released value of the property."  
 (A) True.  
 (B) False.
19. The movement of goods by sea between the US and a foreign port are controlled by:  
 (A) I.C.C.  
 (B) Elkins Act  
 (C) C.O.G.S.A.

- (D) 49 U.S.C.
  - (E) None of the above.
20. On an FOB destination sale, the sale is usually complete when goods are:
- (A) Delivered to the consignee.
  - (B) Delivered to the carrier.
  - (C) Ordered by the customer.
  - (D) Damaged by the carrier.
21. Which of the following is an agreement by a claimant to repay a claim if it is found the wrong party was paid by the carrier?
- (A) Proof of loss.
  - (B) Subrogation agreement.
  - (C) Bond of indemnity.
  - (D) Section 5(A), Bill of Lading contract terms and conditions.
22. When a loss is partially attributable to an excepted cause, the burden of proof as to the allocation falls to the:
- (A) Claimant.
  - (B) Shipper.
  - (C) Consignee.
  - (D) Carrier.
23. If a carrier does not offer protective service in its tariffs, shipments of perishable products are transported at the shipper's risk.
- (A) True.
  - (B) False.
24. The legal principles applied in a court action on carrier liability differ substantially from the legal principles governing freight claims during the claim investigation and negotiation process.
- (A) True.
  - (B) False.
25. The rule that a plaintiff is precluded from any restitution by the defendant if there is any negligence on the part of the plaintiff which added to or caused his loss is called:
- (A) Comparative negligence.
  - (B) Law of parity.
  - (C) Commensurate negligence.
  - (D) Contributory negligence.
  - (E) Law of equity.
26. A carrier's showing that damage was caused by defective packaging is enough to defend a claim.
- (A) True.
  - (B) False.
27. The Staggers Rail Act of 1980 defined judicial district as a U.S. District Court or State Court.
- (A) True.
  - (B) False.

28. Is a contract carrier subject to the BMC 32 endorsement?  
[ ] (A) Yes.  
[ ] (B) No.  
[ ] (C) Depends on whether it's motor or rail.  
[ ] (D) Only motor contract carriers are subject.
29. Which of the following is not a provision of the Staggers Rail Act of 1980?  
[ ] (A) Released rates may be filed without ICC approval.  
[ ] (B) The ICC could exempt certain traffic from regulation.  
[ ] (C) Changes to the Carmack Amendment venue provisions.  
[ ] (D) Deductibles must be a part of any contract between the shipper and the railroad.  
[ ] (E) None of the above.
30. The United States Carriage of Goods by Sea Act can only be amended by:  
[ ] (A) United States Supreme Court.  
[ ] (B) Department of Transportation.  
[ ] (C) Congress.  
[ ] (D) None of the above.

-End of practice exam answers below.

The current exam is based mostly on content found in Freight Claims in Plain English, 3<sup>rd</sup> Edition By William Augello. This two volume text can be ordered on this site under "Text Books" and if you Are a member, you can log in and purchase them at a substantial discount. All of the recommended reading text however, are good resources and future references on the job. You can fill out your office library by ordering them all off this web site.

Answers to the sample exam questions are as follows:

1. B
2. C
3. B
4. D
5. B
6. B
7. D
8. A
9. D
10. B
11. B
12. A
13. C
14. B
15. A
16. A
17. D

- 18. A
- 19. B
- 20. A
- 21. C
- 22. D
- 23. B
- 24. B
- 25. D
- 26. B
- 27. A
- 28. B
- 29. D
- 30. C