## **Liability Based on Declaration of Value**

This brochure has been prepared to fully explain the liability Wheaton World Wide Moving will assume for loss or damage to goods while in our care. The liability of household goods carriers operating in interstate commerce, or moving from one state to another, is based upon the customer's (shipper) declaration of value made prior to the time the shipment is loaded. You may either limit our liability or declare the shipment at its full value. Such election becomes a written agreement between the shipper and the carrier stating the limit of liability you want us to assume.

If you do not select either option, your shipment will be released at \$6.00 times the actual weight of the shipment, and charges shall be assessed in accordance with the table on the inside of this brochure.

# Wheaton Offers Two Types of Coverage. These are set forth in Wheaton's Tariff and are NOT insurance.

All household goods carriers are required to assume some level of liability for your shipment while in their care. The two Wheaton plans are outlined in the chart inside. They are Alternative or Limited Liability and Full Replacement Value. (Four options are available under Full Replacement Value, should you wish to assume a portion of the risk.)

### **Shipper Must Avoid Duplicate Declarations**

You must select only one level of liability. If two levels are entered on the Bill of Lading, (such as "60 cents per lb. per article and \$6.00 Replacement Option B"), then the Full Replacement Value Option shall control.

#### Liability if Your Shipment Goes Into Storage-In-Transit

If you have your household goods temporarily placed in storage, either at origin or destination, this service is called "storage-in-transit." When storage-in-transit is provided under the Limited Liability plan, there is no valuation charge. When Full Replacement Value Protection is ordered, the additional charge will be 10 percent of the basic valuation charge for each 15 days or fraction thereof of storage-in-transit.

The maximum storage-in-transit period offered by Wheaton is 180 days. During the storage-in-transit period, Wheaton, as the carrier (not the warehouseman), will be liable for your goods to the same extent as during the actual transportation.

If your goods remain in storage in excess of 180 days, it will be necessary for you to make separate arrangements with the storage company to purchase valuation or, if applicable, insurance for the continued long term or permanent storage. We will notify you by certified mail ten days before the expiration date of the storage-in-transit period.

# Liability if Your Shipment Goes Into Public Storage

If your goods are <u>delivered</u> to a public storage facility, the liability of Wheaton will terminate at that time.\* Therefore, the shipment should be inspected at the time of delivery to the storage unit in the presence of the driver, and any loss or damage should be recorded in the "Exceptions" column of the carrier's original inventory. \*If you desire to have Wheaton continue to be responsible under the Bill of Lading liability provisions, you can have your shipment placed in storage-in-transit with a Wheaton designated agent.

### **Check Inventory and Inspect on Arrival**

You should be present when your goods are delivered. Check each item off the driver's inventory list. Inspect each item as it is delivered to make certain it is in the same condition as when it was received by the Wheaton driver. If there is any difference in the condition of the article, accurately describe the difference in the "Exception" column of the inventory. If an article is missing, note that fact in the "Exception" column. Such notations form the basis of a claim to be filed later. These notations do not constitute a claim.

Following delivery, you will be required to acknowledge receipt by signing the Bill of Lading and each inventory page.

## If Any Loss or Damage Should Occur

In the case of loss or damage, you should contact Wheaton's Claim Department or a Wheaton agent to request claim forms. You can also print the claim form from Wheaton's website, www.wheatonworldwide.com. All claims must be filed in writing, within nine months of the date of delivery to the residence. If your goods are placed into storage-in-transit, and remain in storage in excess of 180 days, you have nine months from the date of conversion to permanent storage in which to submit your claim.

Please do not discard or repair any damaged items without authorization from Wheaton, as the carrier reserves the right to inspect all items. The packing containers and material should be saved in the event of concealed packing damage, and if possible, the item should be left in the carton for the carrier's inspection.

Completed claims are to be sent to:

Wheaton World Wide Moving Claims Department P.O. BOX 50800 Indianapolis, IN 46250-0800 Phone: 800-932-7799





# belongings

Carrier Liability options



#### **IMPORTANT**

On the day of loading, you will be asked to select one of the options listed below. To receive the level of protection you desire, you must select the valuation level of your choice and sign appropriately on the Bill of Lading, as described below.

Regardless of the liability option selected, the carrier may satisfy the claim by repairing the damaged items.

Type of Protection:	Option 1: Full Replacement Value	Sample Bill of Lading		
Released Value:	You must declare at time of loading a minimum replacement value of \$6,000 or \$6.00 per pound times the weight of the shipment, whichever is greater, to qualify for this coverage. You can also declare a lump	Option 1: The Cost Estimate that you receive from your mover MUST INCLUDE Full (Replacement) Value Protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Value level of protection, you must complete the WAIVER of Full (Replacement) Value Protection shown below.		
	sum that exceeds \$6.00 per pound times the weight of the shipment.	Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, either: 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6.000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost.		
	There are four plans available:			
	No deductible     \$250 deductible     \$1,000 deductible			
Protection:	Claim settlements are based on the repair or replacement cost with no depreciation applied, subject to any applicable deductible. If an item cannot be repaired, or is lost in transit, settlement will be based on the replacement cost of an item of like kind and quality.	of providing the full value cargo liability protection for your shipment.		
		If you wish to declare a higher value for your shipment than the default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate.		
		The Total Value of my shipment is: \$ 60,000 (to be provided by customer)		
Cost:	The cost for the various levels of valuation under the four available plans are shown in the chart included with this brochure.  If you declare a valuation amount that falls between those amounts shown on the chart, the charge for the	Dollar estimate of the cost of your move at Full (Replacement) Value Protection: \$ 3,452 (to be provided by carrier)		
		I acknowledge that for my shipment I have: 1) ACCEPTED the Full (Replacement) Level of protection included in this estimate of charges and declared a higher Total Value of my shipment (if appropriate); and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions.		
		X		
	next highest valuation applies.	Deductibles – You may also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply to your shipment. (If you do not make a selection,		
	The charge for a maximum valuation exceeding \$250,000 is the applicable charge for the first	the "No Deductible" level of full protection that is included in your cost estimate will apply):  Amount of deductible and  Customer to write initials		
	\$250,000 declared, plus the additional rate shown in the table to the right per \$100 for the amount in	(estimate of total cost of move): beside selected deductible \$0 Deductible (\$3,452)		
	in the table to the right per \$100 for the amount in excess of \$250,000.	\$250 Deductible (\$3,282)		
		\$500 Deductible ( \$3,213 )		
		\$1000 Deductible ( <u>\$3,113</u> )		

OR

Type of Protection:	Option 2: Alternative of Limited Liability	Sample Bill of Lading	
Released Value:	You can, at no cost, limit the liability by specifically waiving lump-sum liability (Full Replacement Valuation) and releasing the shipment at a value of 60¢ per pound per article.  Example: A 5,000 pound shipment would have a maximum value of \$3,000. (0.60 x 5,000 = \$3,000)	Option 2:  WAIVER of Full (Replacement) Value Protection. This lower level of protection is provided no additional cost beyond the base rate: however, it provides only minimal protection that considerably less than the average value of household goods. Under this option, a claim for any art that may be lost, destroyed, or damaged while in your mover's custody will be settled based on the wei of the individual article multiplied by 60 cents. For example, the settlement for an audio component value at \$1,000 that weighs 10 pounds would be \$6.00 (10 pounds times 60 cents).  Dollar Estimate of the cost of your move under the 60-cent option:  2,890  COMPLETE THIS PART ONLY if you wish to WAIVE the Full (Replacement) Level of Protectincluded in the higher cost estimate provided above for your shipment and instead select to LOWER Released Value of 60-cents-per-pound Per Article: to do so you must initial and sit the lines below-  I wish to Release My Shipment to a Maximum Value of 60-cents-per-pound per Article. Level of protecting this to Release My Shipment to a Maximum Value of 60-cents-per-pound per Article. Level of protecting this to receive an estimate of charges, and 2) received a copy of the "Your Rights a Responsibilities When You Move" brochure explaining these provisions.	
Protection:	(With limitation of per pound per article)  When 60¢ per pound per article is the limit of liabilty, Wheaton is never liable for more than 60¢ times the weight of each article. For example, our liability would be limited to \$6.00 if a carton containing lamp shades weighing 10 pounds were totally destroyed, even though the actual value may be several times \$6.00.		
Cost:	There is no additional charge for this coverage.	Customer's Signature Date	

# Full Replacement Value Protection Price (Effective on shipments loading on or after May 15, 2012)

Valuation (In Dollars)	Charge (In Dollars)				
	\$0 Deductible	\$250 Deductible	\$500 Deductible	\$1000 Deductible	
6,000	\$ 108	\$ 76	\$ 66	\$ 37	
10,000	165	117	97	51	
15,000	199	140	123	61	
20,000	233	162	134	77	
25,000	276	195	163	99	
30,000	330	231	185	116	
35,000	382	266	215	135	
40,000	432	305	236	154	
50,000	487	344	271	185	
60,000	562	392	323	223	
75,000	649	462	397	279	
100,000	799	613	523	376	
125,000	964	768	654	477	
150,000	1,111	925	794	599	
175,000	1,279	1,086	964	751	
200,000	1,451	1,238	1,096	903	
225,000	1,629	1,391	1,228	1,056	
250,000	1,788	1,543	1,360	1,208	
250,000+	0.68/\$100	0.59/\$100	0.51/\$100	0.48/\$100	

The charge for replacement coverage on shipments transported to or from Alaska will be twice the rate shown above.

When the shipper declares or releases the shipment to a valuation amount that falls between those amounts shown on the chart, the charge for the next highest valuation amount applies.

The charge for a maximum valuation exceeding \$250,000.00 is the applicable charge for the first \$250,000 declared, plus the additional rate shown above per \$100 for the amount in excess of \$250,000.

## **Note: Extraordinary Value**

Under the Full Replacement Value option, your mover is also permitted to limit its liability for loss or damage to **articles that have extraordinary value**, unless you specifically list these articles on the "Inventory of Items Value in Excess of \$100 Per Pound Per Article" form. An article of extraordinary value is any item whose value exceeds \$100 per pound. Ask your mover for a complete explanation of this limitation of liability before you move. It is your responsibility to study these provisions carefully and to make the necessary declaration. (Not all movers use these special provisions for articles of extraordinary value.)