



## YOUR MOVER'S LIABILITY AND YOUR CLAIMS

IN GENERAL, YOUR MOVER IS LEGALLY LIABLE FOR YOUR LOSS OR DAMAGE THAT OCCURS DURING THE TRANSPORTATION OF YOUR SHIPMENT AND ALL RELATED SERVICES IDENTIFIED IN THE BILL OF LADING.

THE EXTENT OF YOUR MOVER'S LIABILITY IS COVERED BY THE SURFACE TRANSPORTATION BOARD'S RELEASED RATES ORDER. YOU MAY OBTAIN A COPY OF THE CURRENT RELEASED RATE ORDER BY VISITING THE SURFACE TRANSPORTATION BOARD'S WEBSITE AT:

[HTTP://WWW.STB.DOT.GOV/DECISIONS/READINGROOM.NSF/ \(SEARCH-10.192.5.24-19306\)?OPEN VIEW&COUNT=5000](http://www.stb.dot.gov/decisions/readingroom.nsf/(search-10.192.5.24-19306)?openview&count=5000). IN ADDITION, YOUR MOVER MAY, BUT IS NOT REQUIRED TO, OFFER TO SELL YOU SEPARATE THIRD-PARTY LIABILITY INSURANCE.

ALL MOVING COMPANIES ARE REQUIRED TO ASSUME LIABILITY FOR THE VALUE OF THE HOUSEHOLD GOODS THEY TRANSPORT. HOWEVER, THERE ARE TWO DIFFERENT LEVELS OF LIABILITY THAT APPLY TO INTERSTATE MOVES FULL (REPLACEMENT) VALUE PROTECTION AND WAIVER OF FULL (REPLACEMENT) VALUE PROTECTION- RELEASED VALUE. IT IS IMPORTANT YOU UNDERSTAND THE CHARGES THAT APPLY AND THE AMOUNT OF PROTECTION PROVIDED BY EACH LEVEL.

### FULL (REPLACEMENT) VALUE PROTECTION

THIS IS THE MOST COMPREHENSIVE OPTION AVAILABLE TO PROTECT YOUR HOUSEHOLD GOODS, BUT IT WILL INCREASE THE COST OF YOUR MOVE. THE INITIAL COST ESTIMATE OF CHARGES THAT YOU RECEIVE FROM YOUR MOVER MUST INCLUDE THIS LEVEL OF PROTECTION.YOUR SHIPMENT WILL BE TRANSPORTED AT THIS LEVEL OF LIABILITY UNLESS YOU WAIVE FULL VALUE PROTECTION.UNDER YOUR MOVER'S FULL VALUE PROTECTION LEVEL OF LIABILITY, SUBJECT TO ALLOWABLE EXCEPTIONS IN YOUR MOVER'S TARIFF, 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 FOR THE COST OF SUCH REPAIRS; OR 2) REPLACE THE ARTICLE WITH AN ARTICLE OF LIKE, KIND AND QUALITY, OR PAY YOU FOR THE COST OF SUCH REPLACEMENT.

THE EXACT COST OF YOUR SHIPMENT, INCLUDING FULL VALUE PROTECTION, MAY VARY BY MOVER AND MAY BE FURTHER SUBJECT TO VARIOUS DEDUCTIBLE LEVELS THAT MAY REDUCE YOUR COST. **JOSEPH BARTON'S INSURANCE COST IS \$20.00 FOR EVERY \$1,000.00 OF DECLARED VALUE WITH A \$250 DEDUCTIBLE.** THE MINIMUM LEVEL FOR DETERMINING THE FULL VALUE PROTECTION OF YOUR SHIPMENT IS \$6.00 PER POUND TIMES THE WEIGHT OF YOUR SHIPMENT. YOUR MOVER MAY HAVE A HIGHER MINIMUM VALUE OR YOU MAY DECLARE A HIGHER VALUE FOR YOUR SHIPMENT (AT AN ADDITIONAL COST). THE CHARGES THAT APPLY FOR PROVIDING FULL VALUE PROTECTION MUST BE SHOWN IN YOUR MOVER'S TARIFF. ASK YOUR MOVER FOR DETAILS UNDER ITS SPECIFIC PROGRAM.

UNDER THIS OPTION, MOVER'S ARE PERMITTED TO LIMIT THEIR LIABILITY FOR LOSS OR DAMAGE TO ARTICLES OF EXTRAORDINARY VALUE, UNLESS YOU SPECIFICALLY LIST THESE ARTICLES ON THE SHIPPING DOCUMENTS. AN ARTICLE OF EXTRAORDINARY VALUE IS ANY ITEM WHOSE VALUE EXCEEDS \$100 PER POUND (FOR EXAMPLE, JEWELRY, SILVERWARE, CHINA, FURS, ANTIQUES, ORIENTAL RUGS AND COMPUTER SOFTWARE). ASK YOUR MOVER FOR A COMPLETE EXPLANATION ON THIS LIMITATION BEFORE YOUR MOVE. IT IS YOUR RESPONSIBILITY TO STUDY THIS PROVISION CAREFULLY AND TO MAKE THE NECESSARY DECLARATION.

### **WAIVER OF FULL (REPLACEMENT) VALUE PROTECTION (RELEASED VALUE OF 60 CENTS PER POUND PER ARTICLE)**

RELEASED VALUE IS MINIMAL PROTECTION; HOWEVER, IT IS THE MOST ECONOMICAL PROTECTION AVAILABLE AS THERE IS NO CHARGE TO YOU. UNDER THIS OPTION, THE MOVER ASSUMES LIABILITY FOR NO MORE THAN 60 CENTS PER POUND, PER ARTICLE. FOR EXAMPLE, IF A 10 POUND STEREO COMPONENT VALUED AT \$1000 WERE LOST OR DESTROYED, THE MOVER WOULD BE LIABLE FOR NO MORE THAN \$6.00 (10 POUNDS X \$.60) OBVIOUSLY, YOU SHOULD THINK CAREFULLY BEFORE AGREEING TO SUCH ARRANGEMENT.



### THIRD PARTY INSURANCE

IF YOU PURCHASE SEPARATE THIRD PARTY INSURANCE FROM, OR THROUGH YOUR MOVER, THE MOVER IS REQUIRED TO ISSUE A POLICY OR OTHER WRITTEN RECORD OF THE PURCHASE AND TO PROVIDE YOU WITH A COPY OF THE POLICY OR OTHER DOCUMENT AT THE TIME OF PURCHASE. IF THE MOVER FAILS TO COMPLY WITH THIS REQUIREMENT, THE MOVER S LIABLE FOR ANY CLAIM FOR LOSS OR DAMAGE ATTRIBUTED TO ITS NEGLIGENCE.

SHIPMENTS TRANSPORTED UNDER A MOVER'S BILL OF LADING ARE SUBJECT TO ARBITRATION IN THE EVENT OF A DISPUTE OVER LOSS OR DAMAGE CLAIMS. HOWEVER, DISPUTES WITH THIRD PARTY INSURANCE COMPANIES MIGHT NOT BE SUBJECT TO ARBITRATION IN THE EVENT OF DISPUTED LOSS AND DAMGE CLAIMS AS THOSE COMPANIES ARE NOT WITHIN THE JURISDICTION OF THE FMCSA. THIRD PARTY INSURANCE COMPANIES ARE SUBJECT TO THE REGULATIONS OF THE STATES OF WHICH THEY ARE LICENSED.

### REDUCING YOUR MOVER'S NORMAL LIABILITY

THE FOLLOWING ARE SOME ACTIONS THAT MAY LOWER OR LIMIT YOUR MOVER'S LIABILITY FOR LOSS OR DAMGE TO YOUR HOUSEHOLD GOODS:

1. YOUR ACTS OR OMISSIONS CAUSE THE LOSS OR DAMAGE TO OCCUR. FOR EXAMPLE, IMPROPER PACKING OF CONTAINERS YOU PACKED YOURSELF DO NOT PROVIDE SUFFICIENT PROTECTION OR YOU INCLUDE PERISHABLE, DANGEROUS, OR HAZARDOUS MATERIALS IN THE SHIPMENT WITHOUT YOUR MOVER'S KNOWLEDGE. FEDERAL LAW FORBIDS YOU TO SHIP HAZARDOUS MATERIALS IN YOUR HOUSEHOLD GOODS BOXES OR LUGGAGE WITHOUT INFORMING YOUR MOVER.
2. YOU CHOOSE THE WAIVER OF FULL VALUE PROTECTION-RELEASED VALUE LEVEL OF LIABILITY (60 CENTS PER POUND PER ARTICLE) BUT SHIP HOUSEHOLD GOODS VALUED AT MORE THAN 60 CENTS PER POUND PER ARTICLE.



3. YOU DECLARE VALUE FOR SHIPMENT WHICH IS LESS THAN THE ACTUAL VALUE OF THE ARTICLES IN YOUR SHIPMENT.
4. YOU FAIL TO NOTIFY YOUR MOVER IN WRITING OF ARTICLES VALUED AT MORE THAN \$100 PER POUND. (IF YOU DO NOTIFY YPUR MOVER, YOU WILL BE ENTITLED TO FULL RECOVERY UPTO THE DECLARED VALUE OF THE ARTICLE OR ARTICLES, NOT TO EXCEED THE DECLARED VALUE OF THE ENTIRE SHIPMENT.)