

### Liability Based on Declaration of Value

This brochure has been prepared to fully explain the liability Wheaton Van Lines 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 at the time the shipment is offered for transportation. 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 \$5.00 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 \$5.00 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% 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 delivered 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](http://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



# protect your belongings

Carrier Liability options



Type of Protection:	Alternative of Limited Liability	Full Replacement Value
<b>Released Value:</b>	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. <b>Example:</b> A 5,000 pound shipment would have a maximum value of \$3,000. (0.60 x 5,000 = \$3,000). (With limitation of per pound per article)	You must declare a minimum replacement value of \$5,000.00 or \$5.00 per pound times the weight of the shipment, whichever is greater, to qualify for this coverage. You can also declare a lump sum that exceeds \$5.00 per pound times the weight of the shipment. There are four plans available: A) no deductible B) \$250 deductible C) \$500 deductible D) \$1,000 deductible
<b>Protection:</b>	When 60¢ per pound per article is the limit of liability, 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 was totally destroyed, even though the actual value may be several times \$6.00.	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.
Regardless of the liability option selected, the carrier may satisfy the claim by repairing the damaged items.		
<b>Cost:</b>	There is no additional charge for this coverage.	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 next highest valuation applies. The charge for a maximum valuation exceeding \$250,000 is the applicable charge for the first \$250,000 declared, plus the additional rate shown in the table to the right per \$100.00 for the amount in excess of \$250,000.

**IMPORTANT**  
TO RECEIVE THE LEVEL OF PROTECTION YOU DESIRE, YOU MUST ENTER THE AMOUNT AND SIGN APPROPRIATELY.

**Sample Bill of Lading:**

**CUSTOMER'S DECLARATION of VALUE**  
**THIS IS A TARIFF LEVEL OF CARRIER LIABILITY – IT IS NOT INSURANCE**

*You must select, in your own handwriting, one of the following options for your shipment. The option you select establishes your mover's maximum liability for your goods, subject to the rules contained in your mover's tariff. Unless you select the Alternative or Limited liability described below, your shipment will be transported under Wheaton's Full (Replacement) Value Protection.*

Full (Replacement) Value Protection: If any article is lost, destroyed or damaged while in your mover's custody, your mover will 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 for the cost of such repairs; or, if not repairable 2) replace the article with an article of like kind and quality, or pay you for the cost of such replacement. An additional charge applies for this option.

To select Full Replacement Value Protection you must write, on the lines below, either a lump sum dollar amount for the value of your shipment which may not be less than \$5000, or an amount per pound that may not be less than \$5.00 per pound, whichever is greater.

The value of my shipment is: \_\_\_\_\_

You must also select one of the following deductible amounts which will apply for your shipment: No Deductible ( ) \$250 Deductible ( )  
\$500 Deductible ( ) \$1,000 Deductible ( )

**Alternative or Limited Liability:** If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It provides coverage which is considerably less than the average value of household goods.

To waive Full Replacement Valuation you must write, on the line below, the words "60 cents per pound."

The value of my shipment is: 60 cents per pound

Your signature is required here: I acknowledge that I have 1) EITHER waived Full Replacement Valuation OR declared a value for my shipment and selected a deductible amount, if appropriate, and 2) received and will read a copy of Wheaton's brochure explaining these provisions and the applicable charges.

John Smith today's date  
(Customer's Signature) (Date)

**EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION:** I acknowledge that I have prepared and retained a copy of the "Inventory of Items valued in Excess of \$100 Per Pound Per Article" ("Inventory") which are included in my shipment and that I have given a copy of this inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles on the attached inventory for which a claim for loss or damage is made.

John Smith today's date  
(Customer's Signature) (Date)

**CUSTOMER'S DECLARATION of VALUE**  
**THIS IS A TARIFF LEVEL OF CARRIER LIABILITY – IT IS NOT INSURANCE**

*You must select, in your own handwriting, one of the following options for your shipment. The option you select establishes your mover's maximum liability for your goods, subject to the rules contained in your mover's tariff. Unless you select the Alternative or Limited liability described below, your shipment will be transported under Wheaton's Full (Replacement) Value Protection.*

Full (Replacement) Value Protection: If any article is lost, destroyed or damaged while in your mover's custody, your mover will 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 for the cost of such repairs; or, if not repairable 2) replace the article with an article of like kind and quality, or pay you for the cost of such replacement. An additional charge applies for this option.

To select Full Replacement Value Protection you must write, on the lines below, either a lump sum dollar amount for the value of your shipment which may not be less than \$5000, or an amount per pound that may not be less than \$5.00 per pound, whichever is greater.

The value of my shipment is: \$50,000

You must also select one of the following deductible amounts which will apply for your shipment: No Deductible ( JS ) \$250 Deductible ( )  
\$500 Deductible ( ) \$1,000 Deductible ( )

**Alternative or Limited Liability:** If any article is lost, destroyed or damaged while in your mover's custody, your mover's liability is limited to the actual weight of the lost, destroyed or damaged article multiplied by 60 cents per pound per article. This is the basic liability level and is provided at no charge. It provides coverage which is considerably less than the average value of household goods.

To waive Full Replacement Valuation you must write, on the line below, the words "60 cents per pound."

The value of my shipment is: \_\_\_\_\_

Your signature is required here: I acknowledge that I have 1) EITHER waived Full Replacement Valuation OR declared a value for my shipment and selected a deductible amount, if appropriate, and 2) received and will read a copy of Wheaton's brochure explaining these provisions and the applicable charges.

John Smith today's date  
(Customer's Signature) (Date)

**EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION:** I acknowledge that I have prepared and retained a copy of the "Inventory of Items valued in Excess of \$100 Per Pound Per Article" ("Inventory") which are included in my shipment and that I have given a copy of this inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles on the attached inventory for which a claim for loss or damage is made.

John Smith today's date  
(Customer's Signature) (Date)

**Full Replacement Value Protection Price**  
(Effective on Shipments Loading on or after October 1, 2008)

Valuation (In Dollars)	Charge (In Dollars)			
	Option A \$0 Deductible	Option B \$250 Deductible	Option C \$500 Deductible	Option D \$1000 Deductible
5,000	\$ 107	\$ 77	\$ 66	\$ 36
10,000	165	117	97	54
15,000	198	143	122	71
20,000	231	163	133	80
25,000	275	194	163	99
30,000	328	230	184	116
35,000	380	265	214	139
40,000	430	301	235	155
50,000	485	342	270	184
60,000	560	390	321	225
75,000	645	460	395	280
100,000	795	610	520	380
125,000	960	765	650	488
150,000	1,120	920	790	608
175,000	1,290	1,085	955	754
200,000	1,455	1,245	1,125	911
225,000	1,620	1,415	1,290	1,071
250,000	1,780	1,580	1,455	1,237
250,000+	0.67/\$100	0.58/\$100	0.50/\$100	0.47/\$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 \$250,000.00 declared, plus the additional rate shown above per \$100.00 for the amount in excess of \$250,000.00.

**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.)