

# ADVICE OF COVERAGE



Name of Customer/Owner of Property \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name of Carrier/Warehouseman: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Subject otherwise to the terms and conditions of Policy Number: \_\_\_\_\_

1. This Advice of Coverage covers household goods (and other defined property) as provided herein, the property of the Customer while in the custody of the Carrier/Warehouseman named above in the situation described below. Obligation assumed only as indicated by an X: (check **one**)

**PROPERTY IN TRANSIT FROM** (City/State) \_\_\_\_\_ TO (City/State) \_\_\_\_\_  
City State City State  
**DATE MOVING ON OR ABOUT:** \_\_\_\_\_

**PROPERTY IN STORAGE AT** \_\_\_\_\_  
**EFFECTIVE FROM:** \_\_\_\_\_ **UNTIL:** \_\_\_\_\_

2. **VALUATION**, Valuation shall be based on the clause below marked by **X**.

**DECLARED VALUE \$** \_\_\_\_\_ (This amount is Customer's written declaration of the value) the property will be valued at its declared at time of loss, subject to coinsurance provisions stated below.

**ACTUAL CASH VALUE**  
If the valuation stated above is "Actual Cash Value" the Carrier/Warehouseman shall not be liable beyond the actual cash value of the property at the time and place of loss or damage. Such loss or damage shall be ascertained or estimated according to such actual cash value (which includes proper deduction for depreciation) and shall in no event exceed what it would then cost to repair the same with material of like kind and quality.

**REPLACEMENT COST**  
If the value stated above is "Replacement Cost" the Carrier/Warehouseman shall not be liable beyond the full cost to repair or replace the property (without deduction for depreciation), subject to the property actually having been repaired or replaced in a reasonable period of time following the loss. The payment shall not exceed, however, the amount actually spent to repair or replace the property for the same use. If not repaired or replaced, the property will be valued at its actual cash value on the date of loss or damage.

**Customer/Owner Deductible (if applicable): \$** \_\_\_\_\_ **Valuation Charge \$** \_\_\_\_\_

In consideration of the charge stated herein the Carrier/Warehouseman has, as provided under the terms of its tariff, agreed to assume liability for loss or damage to the goods transported or stored for the Customer/Owner indicated above. This assumption is subject to the following provisions, stipulations and limitation, and is subject to the terms and conditions of the Carrier/Warehouseman's household goods movers insurance policy.

**COINSURANCE: THE CARRIER/WAREHOUSEMAN SHALL NOT BE LIABLE FOR AN AMOUNT MORE THAN THE DECLARED VALUE BEARS TO 100% OF THE VALUE (EITHER ACTUAL CASH VALUE OR REPLACEMENT COST AS SELECTED ABOVE) OF THE PROPERTY AT THE TIME OF LOSS OR DAMAGE. AND IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE CARRIER/WAREHOUSEMEN'S HOUSEHOLD GOODS MOVERS INSURANCE POLICY, SUBJECT TO THE CARGO LIMIT PER TRUCK OR OCCURRENCE UNLESS SPECIFICALLY ENDORSED FOR THIS CONTRACT AND LIMITED TO A MAXIMUM OF \$250,000 PER ADVISE OF COVERAGE DOCUMENT.**

### 3. PROPERTY COVERED

This Advice of Coverage covers household goods which are defined as follows:

- a. Personal effects and personal property used or to be used in a dwelling as a part of the equipment or supply of such dwelling;
- b. Furniture, fixtures, and/or equipment of stores, offices, museums, hospitals and similar;
- c. Articles, including objects of art, displays and exhibits, which because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods.

### 4. PROPERTY EXCLUDED.

This Advice of Coverage does not cover:

- a. Jewels, jewelry, watches, precious or semi-precious stones, gold, silver, platinum or other precious metals or alloys, pearls, furs or garments trimmed with fur, or articles of extraordinary value which are not specifically listed on the bill of lading.
- b. Currency, money, bullion, notes, securities, accounts, bills, deeds, evidence of debt, letters of credit, stock certificates, and credit cards, documents, tickets, manuscripts, blueprints, plans, specifications or other valuable papers, including stamp collections, letters or packets of letters when those items are a part of a customer's/shipper's storage lot or shipment consisting of household goods which Carrier/Warehouseman has accepted under a shipping document or storage document.
- c. Perishable property which requires refrigeration or an artificially controlled temperature.
- d. Contraband or property in the course of illegal transportation or trade.
- e. Live animals and plants.
- f. Property while waterborne.

## THE ADVICE OF COVERAGE INSURES

All physical loss or damage from any external cause (except as hereinafter excluded).

### THIS ADVICE OF COVERAGE DOES NOT INSURE:

- a. Property of others at the "specified location" or at a "temporary location" when your relationship to the "customer" is that of a lessor of a storage place;
- b. Caused by or resulting from delay, loss of market or use, interruption of business or any other consequential loss extending beyond the direct physical loss of or damage to property.
- c. Caused by or resulting from any dishonest, fraudulent or criminal act(s) by Carrier/Warehousemen including partners and employee.
- d. Caused by or resulting from inherent vice, wear and tear, rust, corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- e. Caused by or resulting from fungus, mold(s), mildew or yeast or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast.
  1. Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms.
  2. Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s).
  3. Spores mean any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms.
- f. Caused by or resulting from nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals.
- g. Caused by or resulting from dampness or dryness of atmosphere; changes in or extremes of temperature; shrinkage; evaporation; loss of weight; contamination; or change in flavor, color, texture or finish.
- h. Caused by or resulting from the seizure of destruction of property by order of governmental authority. But we will pay for the acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Form.
- i. Caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- j. Caused by or resulting from:
  1. War, including undeclared or civil war;
  2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- k. Caused by or resulting from the payment of fines, assessments, attorney's fees, court costs or any other penalties which you shall be required to pay as a result of your violation of any law or regulation relating to any delay in the payment, denial, or settlement of any claim or loss.
- l. Caused by or resulting from any act or omission, or direction of Customer/Owner including damage or breakage resulting from improper packing by Customer/Owner.
- m. Loss or damage discovered after the property has left Carrier/Warehouseman physical custody and control unless due exceptions have been noted in Carrier/Warehouseman inventory sheets by Carrier/Warehouseman and the Customer/Owner taking custody or unless there is visible evidence presented that such loss or damage occurred during the time the lost or damaged property was in your physical custody or control.
- n. Mechanical or electrical derangement of television sets, radios, refrigerators, deep freezers, washing machines, dryers, sound recording or

- playing equipment & parts thereof, electronic or mechanical games, or like articles, unless evidenced by external damage to such items.
- o. Spoilage of the contents of deep freezers, however caused.

**SCOPE OF INSURANCE.** To insure property (as defined on face of this Advice of Coverage) while in due course of transit within the state in which the Carrier/Warehouseman is domiciled, from the time Carrier/Warehouseman takes custody and control of the property, whether at premises of the Customer/Owner, warehouse or warehouses, and to cover thereafter until the same is delivered in accordance with Bill of Lading, Shipping Receipt, or other contract of affreightment at final destination named in this Advice of Coverage.

This Advice of Coverage shall also cover the property insured while in any building, structure or warehouse for the purpose of packing, repacking, reshipping or consolidation of shipments incidental to transportation of this property by this insured, except that where the property insured hereunder is interrupted from due course of transit and is held in storage, and a storage charge is made, this insurance ceases to cover from the time of such interruption unless due and prompt notification be given this Company and this Advice of Coverage is duly verified by the Carrier/Warehouseman and premium paid as required for such additional coverage.

It is understood and agreed, however, that shipments of household goods placed in storage under moving agreement providing for temporary storage in transit will be automatically covered under this policy either at warehouse at point of shipment or warehouse at destination for a total of not exceeding ninety days at either or both combined.

**WHAT TO DO IN CASE OF LOSS - NOTICE AND PROOF OF LOSS.** Upon the occurrence of any loss or damage to any property hereby, the Customer/Owner shall give immediate notice thereof to the Company, through the Carrier/Warehouseman, who then has duty to notify Company per terms and conditions of the Carrier/Warehouseman's insurance policy.

**IN CASE OF LOSS OR INJURY** to any pair of articles or set of articles consisting when complete for use of several parts, this Company shall only be liable for the value of the part lost or damaged.

**SUE AND LABOR.** In case of any loss or misfortune resulting from any peril insured against, the party insured hereby engages for himself or themselves, his or their factors, servants, and assigns, to sue, labor and travel, and to use all reasonable and proper means for the security, preservation, relief and recovery of the property lost or damaged or any part thereof, it is an express condition of this Advice of Coverage that in event of disaster, the contents or cargo of the truck shall not be abandoned or left without a responsible person in charge.

In event of expenditure for salvage, salvage charges, or sue and labor expenses, the liability under this Advice of Coverage shall be limited to such proportion of such amounts as the amount insured bears to the total value of the merchandise involved, subject to policy conditions.

**APPRAISAL.** In the event of disagreement as to the amount of loss, the same shall, as above provided, be ascertained by two competent and disinterested appraisers, the Customer/Owner and this Carrier/Warehouseman each selecting one and notify the other of the appraiser's identity within 20 days of receipt of the written demand, and the two so chosen shall first select a competent and disinterested umpire, if the two appraiser are unable to agree upon an umpire within 15 days, the Customer/Owner or the Carrier/Warehouseman can ask a judge of a court of record in the state where the property is located to select an umpire; the appraisers together shall then estimate and appraisal the loss, stating separately the sound value and damage, and failing to agree shall submit their differences to the umpire; and the award in writing of any two shall determine the amount of such loss; the parties thereto shall pay the appraisers respectively selected by them, and shall bear equally the expense of the appraisal and umpire.

**COMPANY'S OPTION AND ABANDONMENT.** It shall be optional with this Company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild, or replace the property cost or damaged with other of like kind and quality within reasonable time, on giving notice of its intention so to do within thirty days after receipt of the Proof of Loss herein required; but there can be no abandonment to this Company of any property.

**CONCEALMENT AND MISREPRESENTATION.** This entire Advice of Coverage shall be void if the insured, or his agent, has concealed or misrepresented or shall conceal or misrepresent in writing, or otherwise, any material fact or circumstance concerning this Advice of Coverage of the subject thereof; or if the insured or his agent has been or shall be guilty of a fraudulent action or attempted fraud or has sworn falsely in reference to any matter or subject relating to this Advice of Coverage, whether before or after a loss.

**SUIT AGAINST COMPANY.** No suit or action on this Advice of Coverage for the recovery of any claim shall be sustainable in any court of law or equity unless the Carrier/Warehouseman shall have fully complied with all the requirements of this Advice of Coverage, nor unless commenced within twelve months next after the time a cause of action for the loss accrues, provided that where such limitation of time is prohibited by the laws of the state wherein this Advice of Coverage is issued, then, and in that event, no suit or action under this Advice of Coverage shall be sustainable unless commenced within the shortest limitation permitted under the laws of such state.

Date of issue of this Advice of Coverage: \_\_\_\_\_

**This Advice of Coverage is not valid unless subscribed to by Carrier/Warehouseman And Customer/Owner of Property:**

Carrier /Warehouseman Authorized Representative:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

Customer/Owner of Property:

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

