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## **TRANSIT INSURANCE APPLICATION**

Reading the information contained in this application form will greatly assist you in understanding the insurance process and in determining the amount of insurance you should purchase for the transit of your household goods.

Remember the Following:

- Items not declared and valued are not insured
- Take into consideration what your items will be worth at your new residence, not what they're worth before they're shipped.
- If you're shipping a car, don't use it as a shipping container.
- The car can be damaged by items shipped in it.

CA #0D5851







## TRANSIT INSURANCE

### GENERAL INFORMATION

#### Who is Wells Fargo Insurance Services?

Wells Fargo Insurance Services, Inc. is the fifth-largest insurance brokerage and the largest bank-owned insurance brokerage in the United States, with more than 171 offices in 37 states. Its 7,200 insurance professionals place more than \$11.5 billion of risk premiums with expertise in property, casualty, benefits, international, personal lines and life products. For more information about Wells Fargo Insurance Services, visit [www.wellsfargo.com/wfis](http://www.wellsfargo.com/wfis).

#### Why Should I Purchase Transit Insurance?

Moving companies typically limit their liability to 10-60 cents per lb. In the event of damage, it is highly unlikely that this limited liability would provide adequate coverage to repair or replace your damaged items.

For example, should your 5 lb. laptop computer get damaged and cost \$1,500 to replace, your move would only be liable for the following:

$$5 \text{ lbs} \times \$0.60 = \$3.00$$

Although your moving company will take every precaution to ensure your shipment arrives safely, accidents do happen. Even the most qualified movers encounter occasional claims for loss or damage. Purchasing "all risk coverage" indemnifies you for full replacement at destination.

#### Why Should I Complete A Valued Inventory?

A detailed valued inventory is highly recommended. Claim settlement will be based upon the declared value specified on the declaration, or the cost of replacement or repair.

Should a valued inventory not be completed, claim settlement will be limited to a maximum of US\$1,500 per item or set subject to a per pound valuation.

#### What is Co-Insurance?

Shipments should be insured at their full value or will be subject to the Co-Insurance Clause. If a shipment is not insured for full value, the insured shall to the extent of such deficit bear their proportion of the loss.

For example, should a \$100,000 shipment be insured for only \$50,000 and sustain partial damage, the insured would only be entitled to 50% of the amount claimed. If a \$1,000 couch was destroyed, the shipper would only receive \$500 compensation from Underwriters.

#### Can I Insure My Vehicle?

Automobiles, motorcycles and boats can be insured and must be specifically declared. Coverage is for actual cash value at destination. Origin and destination condition reports are required (see your forwarder). The value of non-factory installed accessories (stereo systems, DVD players, GPS devices, etc) must be listed separately.

#### What Is Not Covered By This Policy?

Like all insurance policies, this insurance contains exclusions. Please be aware of the following standard exclusions which are as follows:

Excludes losses due to:

- Damage including but not limited to mold, mildew, rust, and warping because of changes in temperature and humidity. Spoilage or change in food or beverage of any kind.
- Loss or damage cause by normal wear and tear, mechanical or electrical derangement, wrinkling of clothing, infestation of vermin, moths, insects of any type or inherent vice. Loss or damage attributable to fumigation or contamination of the shipment from any cause.
- Jewelry, cash, currency, bank notes, stocks, bonds, stamp and/or coin collections or any negotiable document.
- Collections and/or collectibles defined as but not limited to baseball cards, sports memorabilia, collectible toys, etc. are only insured if specifically declared, separately valued and appraised prior to shipment. Limited to maximum of 10% of the shipment value.
- Missing and/or damaged items from within containers which were not packed by the current Household Goods Moving Company, unless loss/damage is caused by a direct result of fire, sinking, overturn, collision or theft of the transporting conveyance.
- Loss and/or damage of any type to an automobile or motorcycle while being driven under its own power except when being driven by an authorized driver who is an employee of the freight forwarder/moving company.
- Non-factory installed accessories and/or removable items on automobiles, motorcycles and boats unless specifically and individually declared and valued for insurance. Tools, batteries, extra tires, antennas, air bags and/or personal property shipped in automobiles, motorcycles and boats are not insured.
- Scratching, denting, chipping or marring of automobiles, motorcycles and boats unless the shipper and the owner both agree to sign a "Condition Inspection Report" or similar document portraying the condition at origin and again at destination, noting all defects, if any. This policy excludes any coverage for recreational vehicles.
- Calibration and/or tuning of any item, machine, device or equipment.
- Acts of government officials and customs authorities, including confiscation.
- Data contained on hard disks, diskettes, cassettes, video tapes, CD's, etc. Company's liability is limited to the cost of hardware only, except as may be excluded elsewhere in this certificate.
- Depreciation in market or appraised value of any item. Underwriter's liability hereon is governed by the "Repair and Replacement Clause" found in this certificate.
- Furs of any kind unless specifically and individually identified, declared and valued in writing prior to shipment.
- Loss or damage of personal and/or professional papers/documents of any kind, including but not limited to dissertations, tax returns, medical and employment records; items have that have no market value (such as but not limited to photographs, family albums and pictures, newspaper clippings, etc.).

\* These exclusions can be deleted/modified. Please consult your forwarder to discuss these options.

#### **What If My Goods Are Stored At Origin or Destination?**

This policy provides 60 days storage coverage at origin and 60 days at destination, warranted that goods are stored in your movers and/or their agent's commercial, enclosed warehouse. Storage coverage can be extended for an additional premium. Please contact WFIS to arrange an extension.

#### **What If I Have A Claim?**

Claims can be submitted thru our website at <https://www.cybersure.com/Cybersure/forms/marinesclaimform.aspx>, via fax at (310) 543-9175 or regular mail to Wells Fargo Insurance Services, 21250 Hawthorne Blvd, Suite 600, Torrance, CA 90503 – Attn: Leticia Perez. In addition, printable versions of the Claim Form and Claim Procedures can be accessed via at <http://www.cybersure.com/cybersure/offerings/Transportation.aspx>.

### **TERMS & CONDITIONS**

#### **To Cover**

Household Goods/Personal Effects and Private Passenger Carrying Automobiles, Privately Owned Motorcycles and Privately Owned boats, not exceeding seventeen feet in length as limited or as excluding in this Certificate of Insurance while in the course of transportation.

### **TRANSIT INSURANCE COVERAGE**

Except while on deck of ocean vessel subject to on-deck bill of lading:

Against all risks of physical loss or damage from any external cause, irrespective of percentage, but excluding those risks excepted by the Free of Capture and Seizure and Strikes, Riots, and Civil Commotions warranties, unless otherwise specifically noted hereon.

While on deck of ocean vessel subject to an on-deck bill of lading:

Warranted free of particular average unless caused by the stranding, sinking, burning or collision of the vessel; but to pay the insured value of any merchandise or goods jettisoned or washed overboard, irrespective of percentage.

This insurance is subject to the American Institute Cargo Clauses current on date of attachment of risk hereunder. Note SR&CC War Risk Insurance is included.

### **CONDITIONS OF COVERAGE**

**A. 100% Coinsurance Clause:** The insured shall declare insurance on the entire shipment to the extent of the full value at the time of shipment and failing to do so, the insured shall, to the extend of such deficit; bear their proportion of any loss. Furthermore, in

every event of loss or damage, the insurance shall not attach or cover for more than the amount specified opposite each category of goods listed in this certificate or as scheduled and filed with this certificate.

**B. Pairs & Sets Clause:** Where any insurance items consists of articles in a pair or set, this certificate shall not pay more than the value of any particular part or parts, which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pair or set, nor more than the proportionate part of the insured value of the pair or set.

**C. Valuation Clause:** The household goods and personal effects insured must be valued either:

1. At the replacement value at destination as supported by a complete valued inventory.
2. At the replacement value of the entire shipment at destination as supported by a declared value in no instance less than US\$8 times the net weight of the shipment in pounds plus the value of all items of unusual or unique value. Further the insured must provide a valued listing of all items valued at over US\$1,500 per item or set; otherwise reimbursement could be limited to that amount.

Automobiles, motorcycles and boats must be valued at the cost to replace the item at destination with another of the same year, make and model.

**D. Deductible Clause:** Each claim shall be adjusted separately and from the amount of each such adjusted claim or applicable limit of liability whichever is less, the deductible amount as shown on this certificate shall be deducted. *Shipments in storage that are extended beyond the 60 day origin/60 day destination SIT coverage must be approved by Wells Fargo Insurance Services, Inc.*

**E. Prima Facie Evidence Clause:** The origin and/or destination shipping inventory as prepared by the mover shall be Prima Facie evidence of delivery of the shipment in good order with the except of any written notations made on such inventory by the Insured at the time of delivery, noting missing and/or damaged items.

**F. Repair or Replacement Clause:** DO NOT DISPOSE OF OR DISCARD ANY ITEM WITHOUT WRITTEN AUTHORIZATION. Underwriters retain the right to inspect any item prior to its repair or disposal. Underwriters shall be entitled, at their sole option, to repair or replace with like kind and quality, any article lost or damaged (whether whole or in part) or to pay cash therefore not exceeding, in any event, the amount of the insured item. No betterment allowable.

**G. Salvage Clause:** Where replacement or total loss payment of a damaged article(s) is made by Underwriters, they, at their sole option, have the right to salvage the damaged article (s).

**H. Claims Notification:** In the event of loss, damage or non-delivery which may give rise to a claim under this certificate, immediate notice must be given, in writing, to Wells Fargo Insurance Services at the address shown on this certificate. Failure to give such notice within 45 days after delivery of the shipment will void coverage under this certificate. If property is in storage when the insurance coverage ceases, then written delivery of the shipment will void coverage under this certificate.

**I. Misrepresentation and Fraud:** This entire certificate shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstances concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

**J. Suit Against Company:** No suit, action or proceeding against this Company for recovery of any claim shall be sustainable unless commenced within one year from the date of the happening out of which the claim arises, provided that if such limitation is invalid by the laws of the state in which this certificate is issued then such suit, action or proceeding should be barred unless commenced within the shortest limit of time permitted by the laws of such state.

**K. Transit Limits:**

**(1) Household Goods:** Coverage is to attach from date the Moving Company accepts property at origin residence which is the date shown on the Moving Company's origin shipping inventory and is continuous during the normal course of transit until the Moving Company delivers the property at destination residence provided that all other terms and conditions of this are met. The origin and destination referred to in this clause means the FROM and TO, as appropriate locations specified on this certificate.

**(2) Automobiles, Motorcycles and Boats:** Coverage is to attached from the date that the automobile, motorcycle or boat is placed in the custody of the Moving Company or Steamship Company and continues until the automobile, motorcycle and boat is delivered to the destination specified on this certificate, provided it is not operated on public or private roads under its own power. Further, coverage does not apply for any period exceeding 72 hours at destination ocean port, should the ocean port be the final destination. Excluding Recreational Vehicles.

**(3) Storage In Transit Coverage Extensions:** Coverage is intended to apply within the country of final destination for a period of 60 days or as otherwise agreed provided that the property is stored in an enclosed, protect commercial Moving Company's household goods warehouse under the care, custody and control of the Thru-Bill of Lading Moving Company (or their designated agent). Mini-storage and/or self-storage facilities are excluded. Storage may be extended for additional periods of time storage subject to prior special written notice and payment of additional premium to Wells Fargo Insurance Services.

**L. Other Insurance:** This insurance does not cover to the extent of any other insurance, whether prior or subsequent hereto in date and by whomsoever effected, directly or indirectly covering the same property, and the Company shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

**M. Subrogation Clause:** The Company shall be subrogated to the extent of their payment for losses insured hereunder and to the insured's rights to recovery against any person or organization; excepting the origin and destination freight forwarders who performed pickup, packing, delivery and unpacking services in connection with the movement of the shipment other than in the event of gross

negligence. All provisions of this clause notwithstanding, it is hereby warranted that the Insured shall take all necessary actions to protect the Company's rights of subrogation against culpable parties. Failure to take such action, causing prejudice to the Company's rights of subrogation, may result in denial or reduction of the claim.

**N. Burden/Duty of Insured:** The burden of proof is upon the Insured to establish that loss and/or damage was incurred while under the ambit of this certificate's coverage. It is the duty of the Insured and their agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailees, or other third parties are properly preserved and exercised. Failure by the Insured to fulfill these obligations could preclude recovery for any claimed loss and/or damage.

**O. High Value Articles:** Any item with an individual value of 4% or more of the total value of the entire Insured shipment is defined as a "High Value Article". Items in this category must be specifically described, declared and valued in writing before the date property is picked up from the origin specified in this certificate. If such items are not declared, recovery is limited to a maximum of US\$1,500 per item, or in any item or article is part of a set, then recovery is limited to a maximum of US\$1,500 per set.

**P. Premium Payment:** Where the named insured herein has not paid premium directly to Wells Fargo Insurance Services, any party receiving premium from the herein named insured is construed as the Insured's agent for payment of said premium to Wells Fargo Insurance Services, and failure of Wells Fargo Insurance Services to receive such premium will void any coverage under this certificate.

**Q. Surveys:** Survey Inspection Fees are payable by this company only with prior consent by Wells Fargo Insurance Services.

**R. Abandonment:** There cannot be any abandonment of any insured property to the Underwriters or anyone else.

**S. Assignment of Certificate:** This certificate shall be void if assigned or transferred without the written consent of this Company.

This insurance is subject to the American Institute Cargo Clauses current on date of attachment of risk hereunder. Note SR&CC War Risk Insurance is included.

**This Certificate does NOT cover:**

- (1) Damage including but not limited to mold, mildew, rust, and warping because of changes in temperature and humidity. Spoilage or change in food or beverage of any kind.
- (2) Loss or damage cause by normal wear and tear, mechanical or electrical derangement, wrinkling of clothing, infestation of vermin, moths, insects of any type or inherent vice. Loss or damage attributable to fumigation or contamination of the shipment from any cause.
- (3) Jewelry, cash, currency, bank notes, stocks, bonds, stamp and/or coin collections or any negotiable document.
- (4) Collections and/or collectibles defined as but not limited to baseball cards, sports memorabilia, collectible toys, etc. are only insured if specifically declared, separately valued and appraised prior to shipment. Limited to maximum of 10% of the shipment value.
- (5) Missing and/or damaged items from within containers which were not packed by the current Household Goods Moving Company, unless loss/damage is caused by a direct result of fire, sinking, overturn, collision or theft of the transporting conveyance.
- (6) Loss and/or damage of any type to an automobile or motorcycle while being driven under its own power except when being driven by an authorized driver who is an employee of the freight forwarder/moving company.
- (7) Non-factory installed accessories and/or removable items on automobiles, motorcycles and boats unless specifically and individually declared and valued for insurance. Tools, batteries, extra tires, antennas, air bags and/or personal property shipped in automobiles, motorcycles and boats are not insured.
- (8) Scratching, denting, chipping or marring of automobiles, motorcycles and boats unless the shipper and the owner both agree to sign a "Condition Inspection Report" or similar document portraying the condition at origin and again at destination, noting all defects, if any. This policy excludes any coverage for recreational vehicles.
- (9) Calibration and/or tuning of any item, machine, device or equipment.
- (10) Acts of government officials and customs authorities, including confiscation.
- (11) Data contained on hard disks, diskettes, cassettes, video tapes, CD's, etc. Company's liability is limited to the cost of hardware only, except as may be excluded elsewhere in this certificate.
- (12) Depreciation in market or appraised value of any item. Underwriter's liability hereon is governed by the "Repair and Replacement Clause" found in this certificate.
- (13) Furs of any kind unless specifically and individually identified, declared and valued in writing prior to shipment.
- (14) Loss or damage of personal and/or professional papers/documents of any kind, including but not limited to dissertations, tax returns, medical and employment records; items have that have no market value (such as but not limited to photographs, family albums and pictures, newspaper clippings, etc.).

**OPTIONAL COVERAGE TERMS & CONDITIONS**

**Mold & Mildew** – To include loss or damage in respect to mold & mildew to the interest insured, subject to goods being professionally packed.

**Electrical & Mechanical Derangement (Excluding Autos)** – To include loss or damage to the interest insured which is caused by electronic and/or electrical and/or mechanical derangement, provided the interest insured is less than 6 years old. Subject to the goods being professionally packed.

**Pairs & Sets Coverage** – In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and fair reduction in value of the pair or set by reason of the loss or damage to the affected items having regard to the affected items have regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall, at Underwriters option become their property in the event that the Underwriters agree to pay the total loss of the pair or entire set.

## HHG CLAIM PROCEDURES

### **Step 1: Claim Notification**

WELLS FARGO receives 1<sup>st</sup> notification of claim from either Freight Forwarder or shipper (via fax, e-mail, regular mail) within 45 days of delivery.

### **Step 2: Claim Process**

(A) WELLS FARGO sends out 1<sup>st</sup> Claims Advisory Letter to both the Freight Forwarder and claimant within 3 business days requesting the following documents\*:

- Signed and completed Claim Form
- Valued Inventory or Weight Ticket (if no Valued Inventory was completed)
- Ocean Bill of Lading and/or Air Way Bill
- Origin Movers Packing List
- Delivery Receipt noting exceptions
- Repair and Replacement Estimates

\* Claim Adjuster may request additional documentation if deemed necessary.

(B) **Prior to 2<sup>nd</sup> Advisory Letter, Claim Adjuster will contact claimant via phone (regardless of location) to answer or assist claimant with any questions regarding the claims process and/or documentation necessary for settlement.**

(C) 30 days after opening claim, 2<sup>nd</sup> Advisory Letter is sent to Claimant and Freight Forwarder requesting any further outstanding documentation necessary for settlement.

(D) 14 days after 2<sup>nd</sup> Advisory Notice is sent, a 3<sup>rd</sup> and Final Advisory Notice is sent to Claimant and Freight Forwarder requesting any further outstanding documentation necessary for settlement. No further notices will be sent.

(E) Should full documentation not be submitted to WELLS FARGO INSURANCE SERVICES 75 days after claim is initiated, claim will be closed until further review.

### **Step 3: Special Assistance:**

Upon request, Claim Adjuster will assist Claimant in obtaining Repair and/or Replacement Estimates.

### **Step 4: Settlement Proposal:**

After receipt of all documentation, Claim Adjuster will send an adjusted worksheet detailing their Settlement Proposal to Claimant with copy to Freight Forwarder.

### **Step 5: Claim Payment:**

After signed acceptance of Settlement Proposal, Underwriters will issue claim payment within 30 days. Wire Transfers and Courier Deliveries may be subject to additional fees.

Claims can be submitted thru our website at <https://www.cybersure.com/Cybersure/forms/marinesclaimform.aspx>, via fax at (310) 543-9175 or regular mail to Wells Fargo Insurance Services, 21250 Hawthorne Blvd, Suite 600, Torrance, CA 90503 – Attn: Leticia Perez.

In addition, printable versions of the Claim Form and Claim Procedures can be accessed via at <http://www.cybersure.com/cybersure/offerings/Transportation.aspx> .