

Silver Protection Plan / Terms & Conditions

The CEND LLC Silver Protection Plan has been developed to provide a basic protection plan for your household goods and personal effects specifically for when you do your own packing of cartons; we cannot cover what you pack but we can cover the rest. By paying the agreed-upon fees, you can benefit from financial coverage (with some limitations) for any actual physical loss or damage to your items which are not owner packed. Here are the important details you need to know:

What's Covered?

This plan will provide protection for items you do not pack yourself, such as furniture, for your relocation. The Silver plan is specifically created for the household goods industry to protect your personal belongings.

Our Silver Protection Plan safeguards your items against various risks, including:

1. Collision, upset, or overturn of the transportation vehicle.
2. Fire and lightning.
3. Flood caused by the rising of waterways.
4. Windstorm and hail.
5. Theft with evidence of forced entry during transit.

Additionally, we provide coverage for other causes of loss or damage, as long as they are not owner packed or specifically excluded or prohibited in this document.

Protected Property:

Our protection plan applies to household goods and personal effects (except owner packed cartons). These items should be included in the itemized Descriptive Condition Inventory, which is prepared by the professional packing/loading company (referred to as "Mover") at the origin and signed by both the Guest and the Mover.

Limitations on Non-Professional Packing:

It's important to note that our protection plan does not cover breakage, scratching, denting, chipping, staining, or tearing of items packed by individuals other than our approved professional movers. We want to make sure you understand our protection plan clearly. If you pack any of your items yourself and they go missing from a carton, package, or container that wasn't packed by our approved movers, unfortunately, they won't be covered by our protection plan. However, if such damage or loss occurs due to fire, stranding, sinking, collision of the transportation vehicle, or overturn of the carrying land conveyance, you will be eligible for limited verified contents coverage.

To identify the items that were not professionally packed by our approved movers, we will mark the cartons, packages, or containers as "PBO" (Packed by Owner) on the packing inventory.

Important Limitations:

There are certain limitations to our liability coverage that we want you to be aware of. We cannot accept any responsibility for the following:

1. **Consequential Loss:** This refers to any indirect loss that occurs as a result of damage or loss to an item in your shipment. For example, if your necessary clothing gets damaged and you miss an appointment, we cannot cover the resulting inconvenience.
2. **Sentimental Value:** We understand that some items hold sentimental value, such as family photographs. While we can cover the cost of replacing film or prints, we cannot provide compensation for their sentimental value.
3. **Antiques:** We are unable to cover any loss of value that may occur to antiques during the move.
4. **Gradual Deterioration and Wear and Tear:** Over time, certain items may naturally deteriorate or experience wear and tear. For instance, the rubber or vinyl lining on a refrigerator door may crack due to age, and we cannot be held liable for such damage.
5. **Depreciation from Prior Repairs or Restoration:** If any protected property was repaired or restored before the move, and we didn't specifically authorize the firm performing the repairs, we cannot be held responsible for any subsequent loss in value or damage.
6. **Loss of Data:** We cannot be held liable for any loss or damage to data stored on DVDs, CDs, tapes, or other electronic storage devices.

Additionally, we do not provide coverage for loss or damage arising from the following:

- Inherent Vice: This refers to conditions that would develop regardless of whether the item was moved or not. Examples include furniture swelling or shrinking due to extreme humidity conditions.
- Delay of Delivery: We are not responsible for any delays in the delivery of your belongings.
- Acts of War and Terrorism: Loss or damage resulting from war, civil war, revolution, rebellion, terrorism, or any hostile acts are not covered. This includes the use of weapons employing atomic or nuclear fission or fusion.
- Radioactive and Nuclear Events: We cannot provide coverage for loss or damage caused by ionizing radiation, contamination by radioactivity, or any hazardous properties associated with nuclear fuel, waste, or installations.
- Any loss or damage caused by chemical or biological causes.

We want to be transparent about the items for which we cannot accept responsibility for loss or damage. Please take note of the following:

1. Jewelry, Precious Stones, Furs, and Such Valuables
2. Items with No Verifiable Market Value: Objects of art that you create and are not intended for commercial sale are not covered.
3. Money, Securities, and Important Documents: We cannot accept responsibility for loss or damage to cash, currency, banknotes, securities, or any valuable papers or records.
4. Photographs: While we understand the sentimental value of photographs, we are unable to provide coverage for their loss or damage. However, we can cover the cost of replacing film or prints.
5. Boats*: Unfortunately, we cannot accept responsibility for loss or damage to boats during transportation.
6. Self-Propelled Motorized Vehicles*: This includes automobiles, motorcycles, and recreational vehicles. We do not provide coverage for these items.
7. Home Business Related Items: Equipment, inventory, supplies, records, and data related to your home business are not covered.
8. Specialized Equipment: Items that are not typically found in homes, such as specialized equipment, devices, or instruments, are not covered.

*Please contact your CEND representative for information on separate coverage for motorcycles, vehicles, and boats.

It's important to note that this policy does not provide protection for the following claims:

- Loss or damage to jewelry, gemstones, cash, currency, deeds, traveler's cheques, coin or stamp collections, alcoholic beverages, negotiable items, or contraband.
- Loss of data and recalibration are also excluded.
- Loss or damage to any item if the fee for protection has not been received by CEND
- Wrinkled or soiled clothing, linens, drapes, and rugs are not covered.

Please note the following:

1. Condition Unknown: We cannot accept responsibility for any marring, scratching, denting, chipping, or rubbing on items that were received by the carrier as "Condition Unknown" upon delivery.
2. Non-Delivery: If the delivery receipt shows that all packages were delivered to the final destination, we cannot provide coverage for any non-delivery of a shipping item.
3. Unlisted Items: Items that are not listed on the condition inventory prepared at the origin are not covered. It's important to include all items on the inventory to ensure their protection.
4. Appraisal Fees, Shipping Charges, and Damages: We do not cover appraisal fees, shipping charges, damages caused during assembly or disassembly, items with no commercial value, items of sentimental value, or property damage.
5. Delicate and Fragile Items: Items such as glass tables, marble tables, paintings, chandeliers, and display cases are not covered if they were not professionally packed and/or crated in protective containers.
6. Insufficient Wrapping: Loss or damage to articles that were not professionally wrapped with appropriate moving pads, bubble wrap, or shrink-wrap or other protective materials are not covered.
7. Real Estate Property Damage and Service Issues: Our protection plan excludes coverage for real estate property damage and any service-related issues, including delays or agreements between the mover and the customer.
8. System or Kit Furniture: Structural damage to system or kit furniture made of veneered chipboard, manufactured wood or similar materials, or any reduction in quality resulting from dismantling or reassembling such furniture, is not covered.

Some of the exclusions under the Silver Protection Plan:

- Pairs & Sets
- Mechanical/Electrical Derangement
- Mold and Mildew

General Conditions:

- Declared Value: Any unique or unusual item, pair, or set with a value exceeding \$2,500 must be separately declared and approved by us prior to the move.
- Duration of Obligation: Our protection begins when the professional mover begins loading and accepts the protected property. It continues during transit (including storage for up to 30 days) until the property is delivered to the final destination. If transit is not arranged on a door-to-door basis, the protection ceases when the property is no longer in the mover's care, custody, or control. Any loss or damage must be noted and documented at that time.

Claims Notification:

If you experience any loss or damage that may lead to a claim under this protection, it's important to notify us immediately. Please make sure to provide notice no later than 7 days after the delivery of the protected property. To proceed with the claim, you must submit a fully documented claim within 30 days after notifying us of your intent to file a claim. Please note that failing to provide the required notice or fully documented claim may prevent you from receiving payment under this protection.

Absolute Right of Inspection:

We have the right to inspect and verify any claimed damaged items before they are moved or disposed of. If the items present a safety hazard, please inform us immediately.

Proof of Ownership and Substantiation of Value:

Upon our request, you will need to provide written proof of ownership for any item you are claiming compensation for. Additionally, you must provide substantiation of value for the claimed item. This can be done through verification of value by an independent third party. Valid forms of substantiation may include purchase receipts, appraisals by members of the American Society of Appraisers, insurance schedules, or similar supporting documentation.

Adjustment:

As part of this protection, we may replace lost or damaged items in whole or in part or choose to have damaged items repaired. Alternatively, we may make a cash payment, which will not exceed the declared or market value of the lost or damaged item.

Waiver and Assignment:

In exchange for this Protection Plan, you agree to waive any direct or indirect claims against us, our agents, and contractors regarding loss or damage to the protected property, except as protected under these terms and conditions. Once payment is made for any loss or damage under this protection, we will automatically be assigned all your interest in any claim against any other party related to the loss or damage. You agree to cooperate fully with us in providing any necessary testimony, statements, documents, etc., to pursue such recoveries.

Duty to Defend:

We do not agree to provide any defense for your interests in legal or arbitration proceedings.

Termination of Contract of Carriage:

If the transportation of the protected property is terminated at a point before the final destination specified on the Bill of Lading due to circumstances beyond your control, this protection will also terminate unless we agree in writing to continue the protection for an additional charge.

Forwarding:

If the transportation of the protected property terminates due to a cause protected under this plan, we will not cover the expenses of unloading, sorting, and forwarding the property to the final destination specified on the Confirmation of Protection. Such expenses are the responsibility of the transportation provider.

Preservation of Protected Property:

In the event of any loss or potential loss or damage that may fall under this protection, you must take prompt and reasonable steps to avoid or minimize such loss or potential damage. This may include taking legal action at your own expense. You must also protect any rights you may have against other parties who may be responsible for the loss or damage.

Reasonable Dispatch:

It is a condition of this protection that you act with reasonable speed in all circumstances within your control.

Like Kind & Quality:

We reserve the right, at our sole discretion, to replace damaged or missing items with items of similar kind and quality.

Storage In Transit:

This protection includes coverage for 30 days of storage in transit at an approved secure warehouse facility at either the origin or destination. It's important to note that mini-storages, self-lock areas, garages, and similar facilities are not considered approved warehouses. If the storage period exceeds 30 days (only applicable within the USA), you must promptly notify CEND of the extended storage period and pay an additional premium. To request the storage extension, you'll need to complete a storage extension form.

Damage Notification:

If damage occurs to your shipment, it's important to immediately notify CEND.

Salvage:

If we replace an item or make a total loss payment, we reserve the right, at our option, to pick up and salvage the damaged article. We also have the right to inspect and verify claimed damages on any item. Items that are not available for our inspection will not be eligible for compensation.

Claims Submission:

All claims must be submitted in writing to CEND within 30 days of delivery. Claim payments, after deductibles (if applicable), will be made in U.S. Dollars. Please note that we will not pay more than 50% of the entire value per item for repairs.

Misrepresentation and Fraud:

This protection document will be void if you have concealed or misrepresented any material fact or circumstance regarding this protection or the subject of the protection. The terms and conditions of the Plan listed in this document apply to the protection provided, notwithstanding any requirements or conditions stated in any other contract or document.

General Notes:

To be eligible for coverage under the Silver Protection Plan, your goods must be in the care, custody, and control of a licensed, insured, and professional moving and storage company, professional labor service, or licensed common carrier throughout the entire move. Failure to comply with this requirement will result in the nullification of the protection plan, with no refund of fees.

If your shipment is loaded from a self-storage or a moving company's facility without prior protection from us, a new complete and descriptive inventory must be prepared, identifying each item and its condition.

Once the moving process (packing and/or loading) has begun, this protection cannot be cancelled. If a shipment is loaded and/or unloaded by any person other than a professional and licensed moving company, this policy will be converted to a Bronze Total Loss Plan.

Voluntary cancellation of the policy can be done under the following conditions:

- You must cancel the policy at least 48 business hours before the scheduled packing or moving date, whichever comes first.
- Once items have been loaded onto a truck or shipping container, no items or goods can be added or removed from the policy. If you purchase protection after the goods have been loaded, it will be considered a Bronze Total Loss Plan.
- If your shipment is held in storage for more than 30 days from the date of delivery into storage, it is your responsibility to contact us and extend the Protection Plan. If this is not done, the current Protection Plan will end, requiring the purchase of a new Protection Plan for the move out of storage. A re-inventory of the items included in the shipment will also be required.
- If you have any other protection or insurance for the shipment, such as homeowners' insurance, rental insurance, moving company's liability, manufacturer's warranty, or added services warranty, this policy will act as secondary coverage. It will only come into effect after the limits of the first policy have been exhausted, using the original coverage as a deductible, up to the extent of the original policy's coverage.
- For high-value items or items requiring specialized assembly or disassembly services (such as grandfather clocks, pool tables, wall units, chandeliers, and Jacuzzis), it's important to have them handled by a certified third-party service specializing in handling that type of article.
- Any hoisting, detaching items from walls, or removal of air conditioners and similar actions must be done by a professional and certified third-party service.
- Failure to comply with these terms and conditions may result in the conversion of this Protection to a Limited Protection Plan or automatic cancellation, at our discretion.

We aim to provide you with peace of mind during your relocation process. If you have any further questions or require clarification, please don't hesitate to contact us.



This isn't just moving;
it's a movement.

Confirmation of Protection

**Comprehensive, Total Loss, Furniture Only Protection Plan
Terms, Conditions Limitations**

**Container Damage Protection Plan
(Included in All Plans)**

**US Transit & Storage Incidental to Transit
Used Household Goods & Personal Effects**

- Gold Plan
- Silver Plan
- Bronze Plan

DATE PLAN PURCHASED:

OWNER:

DATE PACKED:

MOVE DATE:

MOVING FROM:

MOVING TO:

CEND REFERENCE NO:

Container ID(S): _____

TOTAL VALUE OF PROTECTION PLAN: \$ / \$ Deductible

HIGH VALUE ITEMS:

TOTAL PROTECTION FEE PAID (US\$): \$

SHIPMENT TRANSPORTED BY: MOVER SELF

PACKED BY: MOVER X SELF