

Atlas Transit Protection

Helping families move since 1963.

Atlas Canada

485 North Service Road East Oakville, ON L6H 1A5 905-844-0701 or 1-800-267-3783 www.atlasvanlines.ca Atlas Canada and our agents care about your personal possessions. Our professional packers, skilled van operators and modern equipment all contribute to the high standard of quality service our customers can rely on.

Sometimes, no matter how careful we try to be, damage may occur on your move. Atlas offers two choices of Transit Protection Plans for your consideration on long distance moves. Please ensure you fully understand the terms, conditions, and expectations of each plan before making your decision.

The Motor Carrier Act states that a carrier of household goods is liable, to certain defined limits, for any loss of or damage to goods accepted for transportation. You may choose between the following levels of liability that you wish the carrier of your household goods to accept. Your choice, by signing the declaration of the value of the shipment on the Atlas Bill of Lading, will be used to determine the amount of any loss or damage, should that occur, to the goods while in transit. The conditions of carriage outlining the coverages and exclusions to liability are on the reverse of this document and on the Bill of Lading.

CARGO PROTECTION

This plan provides coverage in the event that damage has occurred during transit. This choice is limited to the amount of valuation you declare on the Bill of Lading which must not be less than \$10 per pound of the actual weight of your household goods. Items of extraordinary value (i.e. single item worth in excess of \$5,000 with a current appraisal sheet) should be listed on the "High Value Inventory Form" and their total value should be listed separately on the Bill of Lading. The total value of these items is a supplemental declaration which is in addition to the amount declared for the balance of the shipment. Your moving consultant can advise you of the cost for this affordable plan.

RELEASED PROTECTION

Under this choice, you will be reimbursed for loss and/or damage up to sixty (60) cents per pound per article. (i.e.) If a table is damaged and it weighs 100 lbs, the maximum amount you will receive under this coverage is 0.60 X 100 lbs = \$60. Weight calculation is based on industry/manufacturer's averages. In the unlikely event of a total loss of all items, your maximum protection would be sixty cents for each pound of actual weight of your entire shipment of household goods. If the lost or damaged item(s) was packed in a carton by an Atlas Agent, the maximum coverage amount is calculated on the total weight of the packed carton. There is no cost for this plan; it is included in the transportation costs.



CARRIER LIABILITY CONDITIONS

- Coverage to articles not currently purchased in the North American market is subject to their appraised value as provided by owner of items.
- The following goods are excluded from cargo protection: keys, glasses, watches, jewelry, coins, stamps, documents, currency and precious stones or metals.
- Carrier shall not be liable for damage or loss of a complete set when only part of such set is damaged or lost. Carrier shall only be liable for the repair or recovery of the lost or damaged piece.
- The damage or loss settlement on motor vehicles, trailers, campers, snowmobiles, ATVs, motorcycles, or boats (including outboard motors) shall not exceed the current market values (depreciated) based on date of loading at origin or dealer appraisal.
- Carrier reserves the right to repair or replace any article or articles lost or damaged in lieu of making a cash settlement.
- When the carrier pays for the replacement value or replaces a damaged item, the item becomes the property of the carrier.
- Carrier is not liable for loss or damage caused by acts of God, the queen's or public enemies, riots, strikes, a defect or inherent vice in the goods (such as caused by weather), the act or default of the shipper or owner of the goods, authority of law or quarantine.
- Damage to the mechanical, electronic, or other operations regardless of who packed or unpacked such articles unless servicing was performed by the contracting carrier, his agent or employees. Item must have encountered

- external visible damage directly relating to the malfunction or negligence of the carrier or his contracted service technician.
- Deterioration of or damage to perishable food, plants, pets, dried flowers or ceramic greenware.
- Loss of contents of owner packed articles unless the carton is damaged by carrier mishandling and noted on the delivery documents and is the direct cause of the damage and/or loss.
- Damage to or loss of goods at place or places of pick-up or delivery when you or your appointed representative is not in attendance.
- Liability with respect to items considered sentimental is limited to the value of the item with no allowance made for sentiment.
- If item(s) are lost in transit, exceptions must be noted on the "Customer Inventory Check-Off Sheet" or "Inventory of Articles Shipped" and signed and acknowledged by the delivering/ unpacking carrier.
- Coverage does not extend to damage to goods due to the change of volume, colour or shape caused by natural occurrences including without limiting the generality of the following: warping, fading, rusting, evaporation, condensation, shrinking and expanding, normal wear and tear and damage to particle board furniture during disassembly/ reassembly.
- Carrier shall not be liable for any economic or consequential damages or loss, such as but not limited to, computer down-time, tv rentals, phone calls, lost wages, travel and personal time spent settling a claim, as a result of the damage or loss of any goods or claim settlement process.

Choosing the right Transit Protection Plan to fit your individual needs is important. Make an informed decision by carefully reviewing this document.

TERMS AND CONDITIONS OF CARRIAGE

PERSONAL ITEMS

In addition to personal items excluded from cargo protection (i.e. jewelry), it is highly recommended that you also carry with you articles such as medications, and small personal electronic devices - Cell Phones, laptops, tablets, GPS, etc.

DELAY

The carrier will provide you with a date or time period within which delivery is to be made. If the carrier fails to effect delivery within the time specified on the face of the Bill of Lading, you will be compensated for incurred reasonable food (excluding alcohol) and lodging expenses. Request for compensation must be sent in writing to Atlas Van Lines (Canada) Ltd. and must be accompanied by paid receipts for lodging and food.

WEIGHTS

The carrier will show the correct tare, gross and net weights on the Bill of Lading using a certified public scale. In cases where no certified weigh scale is available or operating at origin, a constructive weight based on 7 lbs. per cubic foot of properly loaded van space will be used.

CHARGES

All charges shall be paid before delivery. Should the actual charges exceed the estimated charges by more than 10%, the carrier will deliver your household effects for 110% of the estimate. The balance is due within 15 days, excluding weekends and holidays. The 15 day extension does not apply if you have signed a waiver beforehand or the carrier notified you of the actual charges immediately after loading and you authorized shipping to destination.

CLAIMS

All claims for loss and/or damage must be filed in writing with the carrier and/or Atlas Van Lines (Canada) Ltd. within 60 days from date of delivery or in case of failure to make delivery, within 9 months from date of shipment. Do not proceed with repairs, replacement or disposal as carrier reserves the right to inspect all items and to appoint repair/replacement firm(s) if required.

COVERAGE PERIOD

The terms of coverage on the Atlas Bill of Lading shall apply during shipping and up to 60 days of storage at destination in an Atlas Agent's warehouse. However, the coverage does expire during unloading when goods are delivered to private storage and any exceptions to loss and/ or damage must be recorded on the delivery documents and acknowledged by the delivering van operator. Coverage of shipments transported inside containers shall apply for a period of 60 days from date of loading. After this period of time, coverage can be extended by Atlas Van Lines in writing or your shipment is considered as delivered into long term storage. New coverages, terms and conditions are then applicable to the contract between you and the warehousing carrier.

