

## BASIC DAMAGE PROTECTION

If you have sustained damages to your personal or real property, you must file a claim for damages within five (5) business days after you receive the Services at issue. A moving company that does not provide transportation is not required to provide any type of insurance or valuation coverage. This is a default coverage of up to \$0.60 per pound for damage to household goods while being handled by the movers. This coverage is not insurance and is not value based. **The Moving Company Ltd.**'s maximum liability for such order shall be reduced and shall not exceed \$1,000 per order. Additionally, The Moving Company Ltd. carries General Liability insurance to protect a customer's residence from unforeseen damages, caused in direct action by the movers on-site.

If you have personal property that significantly exceeds the Recovery Rate (e.g., an item valued at \$5,000 that weighs only 50 pounds would be worth \$100 per pound in contrast to the maximum Recovery Rate of \$.60 per pound) The Moving Company strongly advises that you take extra precautions to ensure the safety and security of your items, including, but not limited to, by wrapping and protecting the items with your own materials prior to handling by a mover, ordering or providing extra padding and other packing materials for the mover to use to secure and protect the item, directing the movers to take extra precautions with your items, moving or transporting the items yourself, **and/or** purchasing third party insurance for such items. Personal property that may significantly exceed the Recovery Rate includes, by way of example, but not limitation, jewelry, silverware, china, furs, antiques, oriental rugs, computer software, paintings, statues, fine art, custom furniture, and electronics devices.

There are at least four segments to every move: Packing, Loading, Transport, Unloading. Full service moving companies can provide a wide range of additional insurance options because they generally handle all four segments, ensuring that each item is inventoried and handled directly by their movers. Moving labor is different because this generally only provides services for one or two of the segments, most commonly loading and unloading. If we do not transport your items we are unable to remain in possession of your household goods for the entire move. As a result of this, your movers liability for basic damage protection ends once they are no longer in possession of your items, which is typically when they depart your location. To have a valid claim you must notify your movers of any damage you wish to report before they depart your location.

All claims must be submitted via email or our contact us page to be considered valid. If your claim is not filed within 7 days it will be immediately void and we will be unable to guarantee any damage reimbursement.

## ADDITIONAL INSURANCE OPTIONS

There are several types of insurance that may be available to you for your DIY move: Homeowners and Renters Insurance: These coverages (notably homeowners) typically will cover damage that occurs during transit. It is recommended that you speak with your insurer to confirm the details of coverage

Third Party Insurers: There are insurance companies that will sell a policy specifically to cover household goods during a move. It is important to note that these policies tend to have a lot of exclusions and should be thoroughly reviewed before purchasing

Insurance from Truck Rental / Portable Storage Companies: Most truck rental, storage container and transportation companies will provide insurance options for your items. These insurance coverages typically insure your household goods against loss due to fire and other natural events. Review the details of each insurance option directly with your transportation company before purchasing.

#### WHAT IS NOT COVERED: EXCLUSIONS

Notwithstanding anything herein to the contrary, including the foregoing discussion of the Damage Protection Policy, The Moving Company Ltd and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, shall not be liable for any of the following damages or claims:

##### **\*Pre-Existing Damages\***

You are required to disclose any pre-existing damages to The Moving Company Ltd prior to your move. In addition, The Moving Company Ltd reserves the right, in its sole discretion, to declare a damage as pre-existing based on its investigation of your claim if, after a good-faith review, facts and circumstances warrant such a determination.

##### **\*Minor Damages\***

The Moving Company Ltd will not pay any damages for minor dents or small nicks or scratches caused by any Third Party Provider (or any agent thereof) to your property as a result of your receipt of the Services. You expressly acknowledge and agree that minor dents or small nicks or scratches are typical of any move and cannot be prevented.

##### **\*Particleboard Furniture\***

The Moving Company Ltd will not be liable for damage to any particleboard, chip-core, or pressboard furniture.

##### **\*Natural Materials\***

Marble, slate, and stone material items are prone to weakness and cracking overtime. The Moving Company Ltd will not be liable for damaged items made exclusively of (or a composite of) natural materials.

##### **\*Completed Repairs\***

The Moving Company Ltd will not pay any damages that have been repaired or replaced by you or someone else at your request prior to you filing a claim with The Moving Company Ltd or, if completed after a claim has been filed, if completed without the written consent of The Moving Company Ltd. You should not repair or replace property before resolving your claim with The Moving Company Ltd unless you have obtained prior written consent from The Moving Company Ltd.

**\*Certain Electronics and Appliances\***

The Moving Company Ltd will not be liable for electronics or appliances that fail to operate after being shipped and/or reconnected. You acknowledge and understand that electronics and appliances are not tested prior to shipment, and as such, it will not be possible to determine whether a damage has occurred due to handling or shipment. In addition, The Moving Company Ltd will not be liable for any structural plumbing, electrical systems, or water damage associated with electronics or appliances that are handled by a laborer unloading cargo. Third Party Providers should require all appliances to be disconnected, uninstalled, and drained (if necessary) by you prior to moving such items. In addition, The Moving Company Ltd will not be liable for any damages caused to an electronics device (including, without limitation, any television or other display monitor) that is not properly boxed and protected before handling by a laborer. You should never allow a television or other display monitor to be shipped or otherwise transported without proper protective packaging and securement.

**\*Oversized and Extremely Heavy Items\***

The Moving Company Ltd will not be liable for any damages to items that weigh in excess of 300 pounds or for any items that exceed the clearance of hallways, stairways, or doorways where such items are not disassembled prior to being moved by a Third Party Provider. Common oversized or extremely heavy items include, but are not limited to, certain musical equipment (such as grand pianos), pool tables, hot tubs, ceramic grills, full-size copiers, fireproof cabinets/safes, grandfather clocks, workbenches, exercise equipment, etc.

**\*Non-Inventoried Items\***

Prior to your service date, you may submit an inventory of your personal property. The Moving Company Ltd will not be liable for any damages for items lost or stolen that are not inventoried prior to your receipt of the Services or that are not documented by a Third Party as being loaded on the day of your move. You acknowledge and agree that, without submission of a documented inventory prior to the service date, and without documentation of items being moved on move day, there is no way to verify whether any item has been lost or stolen.

**\*Reassembled Items\***

If you request reassembly of any of your personal property by any Laborer or other Third Party Provider, The Moving Company Ltd will not be liable for any damages that may arise as a result

of the assembly, attempted assembly, or failed assembly of such items, including, but not limited to, items containing particleboard, chip-core, or pressboard.

#### \*Installations\*

The Moving Company Ltd does not arrange for Third Party Providers to install or uninstall washers, dryers, dishwashers, ice machines, water coolers, refrigerators, or electrical equipment. If a Third Party Provider provides any such services, The Moving Company Ltd will not be liable in any manner for any damages that may arise as a result of the actions or inactions of such Third Party Provider who performed such services. You should not ask any Third Party Provider to provide such services, and you agree to indemnify, defend, and hold The Moving Company Ltd and its subsidiaries and affiliates harmless from any expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments, settlements, damages, awards, interests, fines, and liabilities of whatever kind, including as imposed by a court of law or by any governmental body or agency, that The Moving Company Ltd and/or its subsidiaries and affiliates may incur as a result of, arising out of, or in relation to your decision to do so.

#### \*Prohibited Items\*

The Moving Company Ltd will not be liable for any damages to personal property that laborers/drivers are prohibited from moving or transporting, as applicable. Prohibited items include, but are not limited to: hazardous materials, such as combustible liquids (alcoholic beverages, acids, oils, paints, etc.), compressed gases (aerosols, engine starter fluids, scuba diving tanks, etc.), explosives (ammunition, loaded guns, propane tanks, etc.), flammables (ammonia, bleach, gasoline, motor oil, petroleum products, etc.), perishables (frozen food, plants, produce, refrigerated food, etc.), contraband or other items prohibited by federal or state law (illegal drugs, etc.), stolen property, and other property which you do not have a lawful right to possess.

#### \*Evictions\*

Although The Moving Company Ltd retains the right to cancel, and the Third Party Providers may refuse to complete, an order for Services in the event that you or someone else at the location to be serviced is being evicted, in the event that an order for Services is nonetheless completed, you will not be eligible for any protection under the Damage Protection Policy and agree to indemnify, defend, and hold The Moving Company Ltd and its subsidiaries and affiliates harmless from and against any and all expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments, settlements, damages, awards, interests, fines, and liabilities of whatever kind that The Moving Company Ltd and/or its subsidiaries or affiliates may incur as a result of, arising out of, or in relation to your or someone else's eviction.

#### \*Fraudulent Misrepresentations of Weight\*

The Moving Company Ltd will not pay any damages for any items based on weights that appear, in The Moving Company Ltd reasonable discretion, to be inaccurate or a misrepresentation of the items' true weight.

**\*Packing by You or Your Agents\***

The Moving Company Ltd will not be liable for damages to items packed by you or your agents (e.g., damages to items in boxes packed by you).

**\*Exclusions for Packing Services\***

In the event that you only order packing services, neither The Moving Company Ltd, nor its subsidiaries or affiliates, or their respective employees, agents, or contractors, will be liable for: (i) any damages reported after Third Party Providers leave your property, (ii) any damages that occur in transit, (iii) any damages that occur during unpacking, or (iv) any damages due to the handling of your property by your or your agents or any other third party that is not authorized by The Moving Company Ltd. In addition, neither The Moving Company Ltd, nor its subsidiaries or affiliates, or their respective employees, agents, or contractors, will be liable for any property that is lost or misplaced for any reason. You acknowledge and understand that there is no way for The Moving Company Ltd or any Third Party Provider to verify lost or misplaced property because neither nor any Third Party Provider is handling the shipment or otherwise unpacking the items after shipment.

**\*Items of Extraordinary Value and Certain Other Valuable Items\***

All items of extraordinary value are excluded from the Damage Protection Policy unless such items are identified by you or your authorized agent on an inventory list and submitted to The Moving Company Ltd prior to your service date. In addition, the following valuable items are excluded from the Damage Protection Policy: (i) cash, checks, deeds, bills, negotiable instruments, or other valuable documents; (ii) coins, credit cards, postage stamps, and trading stamps; (iii) jewelry, precious stones, sea collections or articles manufactured therefrom; (iv) fire arms; (v) perishable goods; (vi) prescriptions; and (vii) medical devices.

An "item of extraordinary value" is defined as an item that is valued at more than \$100 per pound, such as antiques, silverware, china, furs, paintings, etc.

**\*Tasks Performed at You or Your Agent's Request\***

Neither The Moving Company Ltd, nor its subsidiaries or affiliates, or their respective employees, contractors, or agents, shall be liable for any damages that arise as a result of any Laborer, Driver, or other Third Party Provider following directions given by you or your agents, and you agree to indemnify, defend, and hold The Moving Company Ltd and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, harmless from any expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments,

settlements, damages, awards, interests, fines, and liabilities of whatever kind that The Moving Company Ltd/or its subsidiaries or affiliates, or each of the foregoing entities' employees, contractors, or agents, may incur as a result of, arising out of, or in relation to you or your agent's directions.

#### \*Consequential or Incidental Damages\*

As set forth more fully in Section 9.2 below, neither The Moving Company Ltd, nor any of its subsidiaries or affiliates or their respective contractors, employees, or agents shall be liable for any consequential or incidental damages that may arise due to any service failure, including, but not limited to, any failure to start or complete the Services. By way of example, but not limitation, this means that The Moving Company Ltd shall not be liable for any damages that you may incur if your move or other Services are unable to be performed or completed on a scheduled date.

#### \*Acts of God and Other Similar Circumstances\*

Neither The Moving Company Ltd, nor its subsidiaries or affiliates, or their respective employees, contractors, or agents, shall be liable for any damages caused by or resulting from an act of God; war hostilities; rioting; fire; explosion; flood; sabotage; transportation or labor strike, lockouts, or injunctions; compliance with governmental laws, regulations, or orders; or any other cause whether or not of the same class or kind enumerated herein which affects performance of the Agreement arising from or attributable to acts, events, omissions, or accidents beyond the reasonable control of The Moving Company Ltd. or the Service Providers.

#### CONTRACTUAL RELATIONSHIP

The following terms of service (the "Terms") constitute a legally binding agreement between you (also referred to below as "User") and The Moving Company Ltd. ("The Moving Company Ltd "). These Terms also govern any services that you may receive through the The Moving Company Ltd, including, but not limited to, any services that you may receive from The Moving Company Ltd, its subsidiaries, or affiliates, or the Third Party Providers (defined below).

#### Accepting these Terms

Please read these Terms carefully before accessing or using any of the The Moving Company Ltd Platforms, including, but not limited to, before placing any order with The Moving Company Ltd for loading, unloading, or other help services, moving services, and/or any other services that may be offered through The Moving Company Ltd Platforms (collectively, the "Services"). By accessing or using the The Moving Company Ltd Platforms, including, without limitation, by placing an order for Services online or via telephone, you agree to be bound by these Terms, including, but not limited to, provisions that govern any claim you may have for property damages, provisions that limit The Moving Company Ltd liability, and provisions that require individual arbitration of any potential legal dispute between you and The Moving Company Ltd. If you do not agree to these Terms, you may not use The Moving Company Ltd Platform or receive any Services.

### Modifications to Terms

The Moving Company Ltd reserves the right to change these Terms at any time. However, if The Moving Company Ltd makes changes to the Terms, The Moving Company Ltd will notify you by revising the “Last Modified” date at the top of this document. In some cases, The Moving Company Ltd may also provide you with additional notice (such as adding a statement to The Moving Company Ltd homepage or sending you an email notification). The Moving Company Ltd encourages you to review these Terms periodically to stay informed about The Moving Company Ltd practices, and you should always review these Terms before placing any order for Services.

Unless The Moving Company Ltd notifies you otherwise, whenever The Moving Company Ltd makes changes to these Terms, they will be effective when the revised Terms are posted online or otherwise provided for your review. If you continue to use any of The Moving Company Ltd's Platform after the revised Terms have been posted or otherwise provided for your review, including, but not limited to, by placing an order for Services with The Moving Company Ltd, you will be deemed to have accepted the changes to these Terms and will be bound by the revised Terms.

In the event that you have placed an order for Services prior to the effective date of a change to these Terms, your order will be bound by the Terms in effect on the date that you placed an order for Services.

### Supplemental Terms

You may be required to agree to additional, supplemental terms in certain markets or for certain Services requested by you. If supplemental terms apply in your market or are required by your request for Services, such supplemental terms will be disclosed to you in a separate disclosure or in connection with, but prior to, the performance of the applicable Services by Third Party Providers (as defined below). Supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable Services. In the event of a conflict between any supplemental terms and these Terms, the supplemental terms shall prevail but only with respect to the Services to which the supplemental terms apply.

### PERSONAL INJURIES; PARTICIPATION BY YOU IN MOVING

For your safety, you are asked not to participate in any loading, unloading, or moving of property or in any other Services. To the extent that you or your agents or family members choose to do so, you acknowledge and agree to indemnify, defend, and hold The Moving Company Ltd and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, harmless from any expenses, losses, costs, (including reasonable attorneys' fees and costs), judgments, settlements, damages, awards, interests, fines, and liabilities of whatever kind that The Moving Company Ltd and/or its subsidiaries or affiliates, or each of the foregoing entities' employees, contractors, or agents, may incur as a result of, arising out of, or in relation to you or your agents or family members' decision to do so.

Notwithstanding the foregoing, if you order transportation services only, you may be provided access to certain moving equipment, including, but not limited to, hand trucks, appliance dollies, moving pads, ratchet straps, drills, etc. (collectively, the "Moving Equipment"). YOU ACKNOWLEDGE AND UNDERSTAND THAT NEITHER The Moving Company Ltd NOR ANY OF ITS SUBSIDIARIES OR AFFILIATES MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE MOVING EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE MOVING EQUIPMENT IS, OR WILL BE, SUITED FOR YOUR INTENDED USE OR THAT IT IS FREE FROM DEFECTS. You assume all risks inherent in the operation and use of the Moving Equipment and will take all necessary precautions to protect all persons and property from injury or damage while in possession of the Moving Equipment. Neither The Moving Company Ltd nor any of its subsidiaries or affiliates shall be responsible to you or to any other party, including any of your agents, for any loss, damage, or injury (including, but not limited to, any personal injury (including death), loss of profits, business interruption, or other special or consequential damages) caused by, resulting from, or in any way connected with the Moving Equipment or its operation or use, or any defect with respect thereto. You agree to defend, indemnify, and hold The Moving Company Ltd and its subsidiaries and affiliates, and each of the foregoing entities' employees, contractors, and agents, harmless from and against any and all liability, claims, and damages of any kind (including attorneys' fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, possession, or rental of the Moving Equipment by you or any other third party not authorized by The Moving Company Ltd, however caused. In the event that any Moving Equipment is damaged, unusable, or unsafe, The Moving Company Ltd will arrange for a replacement piece of Moving Equipment to be provided if available. You acknowledge and agree that your sole remedy for any failure or defect in the Moving Equipment shall be termination of any rental charges accruing after the time of failure. All Moving Equipment must be returned to the truck or other motor vehicle (arranged by The Moving Company Ltd in connection with your request for transportation services) prior to the Driver's departure from your shipment origin and destination. You agree to reimburse The Moving Company Ltd or its Third Party Providers for any Moving Equipment that is not returned.

#### INDEMNITY

You agree to indemnify, defend, and hold The Moving Company Ltd, its subsidiaries, and affiliates, and their respective officers, directors, employees, agents, and contractors harmless from and against any and all claims, demands, fines, judgments, penalties, damages, losses, liabilities, and expenses (including attorneys' fees) relating to or arising from: (i) your violation of any third-party right, including, without limitation, any right to privacy, publicity rights, or intellectual property rights (including any User Content submitted by you); (ii) your wrongful or improper use of The Moving Company Ltd Platforms or the Services; (iii) any actual or alleged breach of the Terms or your representations, warranties, and obligations set forth in these Terms; (iv) your violation of any rights of another, including any of the Third Party Providers or any other User; (v) your violation of any law, rule, or regulation of the United States or any other country; and (vi) your negligence or willful misconduct (including any negligence or willful misconduct in packing any personal property for shipment or relocation by a Third Party Provider).

This obligation and any other indemnification obligation set forth in these Terms will survive the termination of these Terms and/or your use of the The Moving Company Ltd Platforms.

### DISPUTE RESOLUTION

#### Informal Dispute Resolution

Prior to pursuing any other available remedy, including arbitration pursuant to the provisions below, you agree to attempt in good faith for a period of sixty (60) days (the "Informal Dispute Resolution Period") to negotiate a resolution of any dispute, claim, or controversy that you may have against The Moving Company Ltd or any Third Party Provider or any dispute, claim, or controversy otherwise arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof; your use of the The Moving Company Ltd Platforms; or your order for, receipt of, or the performance of the Services (collectively, the "Disputes"). The Informal Dispute Resolution Period shall commence on the first day that you submit written notice of your Dispute(s) to The Moving Company Ltd.

#### Fees

The parties shall be responsible for their own respective arbitration expenses, including attorneys' fees, unless otherwise provided by applicable state or federal law.

### WHAT IS COVERED

HOUSEHOLD PROPERTY SUCH AS WOOD FLOORS, CARPET, WALLS, DOORS AND SIMILAR

As discussed in "Your Responsibilities" above, the customer is required to prepare and prep these items against damage. We know that not every circumstance is possible to prepare for though and that's why YOU'RE COVERED!

Despite the long list of exclusions and limitations, we do provide coverage for items that we knowingly, and without dispute, damage. Any item(s) damaged during the move must be listed on the work order prior to the completion of your move. Any item(s) not listed on the work order are not eligible for coverage. If there is an issue, please contact us and we will do our best to resolve it as your satisfaction is our number one priority! Released Valuation coverage will be provided to all items dropped or damaged on site while in the possession of our movers, assuming they do not meet any of the exclusions above.

Remember, Released Valuation covers up to \$0.60 per pound per item. Factors such as condition of the item and depreciation may reduce the amount of compensation ultimately paid.

### HOW TO MAKE A CLAIM

Any covered damage that occurs, while the movers are on site, must be submitted to the company that provided moving services.

1. Make sure that the broken or damaged item(s) are listed on your work order before the movers depart the site.
2. Contact The Moving Company Ltd, directly and inform them of the damage. They will advise you of their claims process and, if necessary, provide you with paperwork to be completed.
3. Please contact The Moving Company, Ltd. Customer Support on the contact page to notify of a claim.

### CLAIM REMEDIES

Assuming the steps above were followed correctly and the damaged item(s) are not excluded, The Moving Company Ltd will have the option to repair the damaged item or compensate you in accordance with Released Valuation. The option of repair versus compensation is at the sole discretion of The Moving Company Ltd.

#### REPAIR

The company may have relationships with repair companies and will have sole authority to choose the company of their choice. Although you may request your own repair estimates be aware that costs associated with estimates or repairs will not be covered unless pre-approved by the company. Requests for reimbursement for unauthorized estimates or repairs will be denied.

#### COMPENSATION

If the company opts for compensation instead of repair, a payment will be made to you based on the weight of the item, its condition and depreciation, up to \$0.60 per pound. It is important to remember that Released Valuation is a basic coverage and will not cover the full replacement value of your damaged item(s).

#### VALUATION COVERAGE

Damage to household goods as a direct result of Services performed are covered by basic (released) valuation coverage.

**PLEASE NOTE:** This coverage is applicable to items dropped or otherwise damaged while being handled by the movers in the performance of Services scheduled by The Moving Company Ltd. Any damage must be reported on the work order prior to the movers departing the service location. **\*\*Damage incurred while in transit, or after the movers have departed the service location, WILL NOT BE ACCEPTED.**

This basic coverage is not insurance, it is valuation, and is based solely on weight, i.e. up to \$0.60 USD per pound. This valuation coverage only applies to household goods that are

damaged whilst in the possession of the Supplier. The Moving Company Ltd, carries General Liability insurance to protect customers residence from unforeseen damages, caused in direct action by the movers on-site.

This basic coverage is not available for any items reported as damaged after the Supplier has departed your service location. This includes any damage incurred while in transit.

### CANCELLATION POLICY

Please note that once you have booked an appointment with us, it means that we have reserved time in our schedule exclusively for you.

We charge \$1 to confirm your move and validate your card information.

If you cancel more than 48 hours in advance, you can cancel FREE OF CHARGE.

If you cancel your appointment within 48 hours of your scheduled move date/ time, you will be subject to a cancellation charge equal to 1 hour of moving labor based on the number of movers assigned to your job. (Number of movers assigned \* 1 hour \* Hourly rate)

If a cancellation request is received after our crew departs for your location you will be subject to a cancellation charge equal to 2 hours of moving labor based on the number of movers assigned to your job. (Number of movers assigned \* 1 hour \* Hourly rate). This fee will be charged to your credit card on file per our terms and conditions.

\*\*If you have booked with us less than 48 hours prior to your move date, our standard cancellation policy applies at a 50% reduced rate.

To avoid a cancellation fee, please provide cancellation notice at least 48 hours prior to your appointment.

You can cancel or reschedule an appointment by emailing us at [themovingcompanyvirginiabeach@gmail.com](mailto:themovingcompanyvirginiabeach@gmail.com), texting (757) 933-0488, or calling our office at (757) 933-0488