

FILE.

13

Herlihy Moving & Storage, Inc. (PUCO 1156-HG)

747 Marietta Road

Chillicothe, OH 45601

RECEIVED-DOCKETING DIV

2013 JUL 18 PM 2:06

PUCO

2013 JUL 16 PM 8:13

July 16, 2013

Public Utilities Commission of Ohio (PUCO)

Barcy F. McNeal, Secretary

Betty McCauley, Acting Secretary

Tanowa M. Troupe, Acting Secretary

Customer: Brenda Adams

PUCO Case No: 13-1582-EL-CSS

Background:

Carrier: Herlihy Moving & Storage, Inc. (HMS)

Local Move Chillicothe, OH to Chillicothe, OH

HMS OFS No: L-1213-2

Move Date: Saturday 22DEC2012 to Sunday 23DEC2012 Packed by Owner

Estimator: Al Harney

In-home Estimate Prepared: 11DEC2012

Not-to Exceed Quote

Estimated Cost: \$1,400

Amount Collected: \$1,400

Valuation selected by Customer: Limited Liability Coverage of \$.60/lb per article

**Customers Issues w/ movers and their conduct:** Herlihy Moving & Storage (HMS) had qualified labor on the move. The men worked hard in difficult circumstances. The estimated weight was 12,000 lbs of Household Goods. The customer insisted on moving on a Saturday, all in one day.

Loading and delivering 12,000 lbs of HHG in one day is very challenging. Adding to the complexity of this move was the difficulty of the delivery environment. The destination home was a three story (2 up and 1 down) house on a hill side. The driveway is quite narrow. The

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Technician                      Date Processed 7/18/13

home is around 75 years old, with very narrow stairways, hallways, and difficult turns. All the HHG had to go through either a small garage door entrance or around the front of the house across a narrow sidewalk.

HMS tried to accomplish this move in one day but unfortunately this proved to be too difficult. Late in the day, around 6 PM, it was already dark; a headboard fell over on the truck and caused some damage. Upon hearing of the situation, I elected to send the men home for the day to avoid any further damage. As I explained to the customer, the amount of work attempted given the circumstances, was too much to safely perform in one day. I told her that I regretted not stopping the men earlier so this type of accident would not occur. The following day, the move was completed.

The men performed well. The customer was disappointed by the damage to the bed and the fact the move was going to take longer. No negative comments about the crew or their performance were noted at the time of delivery.

**How the Reimbursement amount was determined:** The customer paid for the move upon completion. A claim form was sent to the customer concerning the damage to the bed. The customer sent a Certified Letter explaining she did not have enough time to look at all of her HHG's to complete the claim form in a timely manner. HMS assured the customer to take all the time she needed. The customer's claim was eventually received and was immediately forwarded to a third party claims specialist, Paulette Miller of P&M Solutions. Paulette coordinated an in-home inspection by a certified claims specialist to assess the damaged HHG's. Once the inspection report was received, a check was prepared to settle the claim based on Limited Liability Coverage of \$.60/lb per article—as per the Customer's acceptance on the written Estimate and Bill of Lading (BOL).

The Customer indicated to Paulette Miller she was not satisfied with this settlement. At this time, the claim was sent to QBE General Casualty (QBE), HMS' insurance carrier to get their independent evaluation of the customer's claim and the proposed settlement. It is my understanding (QBE) offered the customer the same settlement and some additional money to avoid the cost of potential legal action.

The Customer filed a Small Claims case in Chillicothe Municipal Court. The Customer has since dropped this case and initiated this PUCO complaint. HMS understands she is also seeking legal advice.

**Resolution:** HMS would like to have resolution with the Customer. HMS has tried to settle the Customer's claim in a professional and transparent process, by third party professionals. HMS regrets the customer's loss. HMS feels the settlement check is fair and appropriate settlement.

Enclosed:

Signed HMS Estimate/Order for Service. (2 pages) Note: Page 1 Shows Valuation being quoted and options for additional coverage. Page 2 Customer initials by statement accepting Minimal Reimbursement for lost or damaged goods not to exceed \$.60/lb per article.

Signed HMS Waiver/Disclaimer Form

Signed HMS Bill of Lading. (2 pages) Note: Shipper's exceptions at the time of deliver (armoire damage, bed damaged, bookcase damaged, and lamp broken. Shipper initialed by "I agree to Minimum reimbursement for lost or damaged goods ..." Shipper signed Loading and Delivery Acknowledgement. BOL Contract Terms & Conditions.

Signed & Dated High Value Inventory. Note: \$.60/lb coverage, nothing listed.

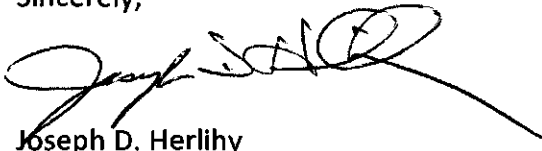
Email from P&M Solutions, LLC (third party claims specialist) summarizing actions to taken to manage customers claim.

QBE General Causality Claim Notes Search (3 pages) HMS insurance provider's log of Customer's Claim

Summary:

HMS does regret the Customers disappoint and loss associated with her move. HMS has worked hard to meet the customer's expectations and fulfill its service obligation. Every attempt has been made to be fair and reasonable. HMS and its service providers have been frustrated by the customer's lack of cooperation and attempts to seek betterment in her settlement.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph D. Herlihy", with a long, sweeping horizontal line extending to the right.

Joseph D. Herlihy

President

Estimate Prepared For: **Brenda Adams****Estimate/Order For Service**

Agent

Herlihy Moving & Storage, Inc.  
 747 Marietta Road/P. O. Box 96  
 Chillicothe, OH 45601-0096  
 740-775-6683  
 Fax: 740-775-6685  
 www.herlihymoving.com

Sales Person

Allan  
 al@herlihymoving.com  
 PUCO License: 1156-HG  
 USDOT 183389



Origin Information		Destination Information	Service Information
Shipper:	Brenda Adams	Shipper:	Brenda Adams
Address:	575 Laurel Street	Address:	226 Grand Ave.
Address 2:		Address 2:	
City St. Zip:	Chillicothe, OH 45601	City St. Zip:	Chillicothe, OH 45601
Phone(H):	828-817-4498	Phone(H):	---
Phone(W):	---	Phone(W):	---
Email:			
Tariff: Local		Effective Date: 12/11/2012	Estimated Weight: 10752

**Local Moving Charges**

Local Transportation: Weight: 0 Miles: 0

Local Moving Charges: **\$0.00**

**Local Moving Charges**

4 Mover(s), 1 Van(s), 8 Hour(s). Hourly Rate: \$155.00

Local Moving Charges: **\$1,240.00**

**Additional Charges****Service Description**

grandfather clock /sleep number bed \$130.00

Total Miscellaneous: **\$130.00**

Fuel Charge \$30.00

Fuel Charge Total: **\$30.00**

Valuation - \$.60 lb per article

Valuation Total: **\$0.00**

Local Additional Charges: **\$160.00**

**Total Estimated Costs: \$1,400.00**

Listed below are the minimum Valuation Options that are offered and the total price for the move with each

**Full Value Protection (FVP)**

Deductible	Charge	Total
FVP, \$0 Deductible	\$483.84	\$1,883.84
FVP, \$250 Deductible	\$241.92	\$1,641.92
FVP, \$500 Deductible	\$161.28	\$1,561.28
Depreciated Value per lb	\$376.32	\$1,776.32
\$.60 per pound per article	\$0	\$1,400.00

*L-12013-2*

**Reimbursement For Lost Or Damaged Goods**  
**CUSTOMERS MUST PERSONALLY INITIAL CHOICE FOR CARRIER CARGO LIABILITY**

The consumer warrants that no items of extraordinary value are being transported unless specifically listed. Items of extraordinary value are defined as items with a value in excess of one hundred (\$100.00) per pound. The carrier reserves the right to repair damaged goods as a first course of action prior to reimbursement.

*BA* I accept MINIMAL REIMBURSEMENT for lost or damaged goods. I understand and accept that I will be reimbursed for lost or damaged goods in an amount not to exceed sixty cents per pound per article.

Consumer represents that the DECLARED value stated refers to:

\_\_\_\_\_ The estimated value of the entire load.

\_\_\_\_\_ The estimated value of only a portion: applicable portion identified on high value declaration (attachment)

\_\_\_\_\_ I accept reimbursement equal to the DEPRECIATED VALUE of lost or damaged goods. I declare a total depreciated value of \$\_\_\_\_\_ or a minimum of \$2.25 per pound times the weight or constructive weight of the shipment, whichever is greater. I understand that the total reimbursements shall not exceed this declared value.

\_\_\_\_\_ I accept reimbursement equal to REPLACEMENT COST of lost or damaged goods. I declare a total replacement value of \$\_\_\_\_\_ or a minimum of \$5.00 per pound times the weight or constructive weight of the shipment, whichever is greater. I understand that the total reimbursements shall not exceed this declared value.

\_\_\_\_\_ I choose a deductible of \$\_\_\_\_\_

*BA* (\*Must Initial) Consumers Rights & Responsibilities: In accordance with the rule of the PUCO, the carrier shall give to the consumer a copy of the "Moving in Ohio" brochure prescribed by the Commission at the time the carrier provides the consumer with an estimate. By initialing below, the consumer acknowledges receipt of the aforementioned booklet and a copy of "Contract Terms and Conditions".

This price is based upon the itemized list of items to be moved that is attached to and is part of this estimate. Added services and items may increase charges. If paying by credit card, a 2% processing fee will apply.

I accept the above Not-To-Exceed estimate. I have read and understand the terms and conditions, my signature represents acceptance thereof. I understand that by accepting the estimate, I am entering into a contract with the carrier to perform the work described in this guaranteed Not-To-Exceed estimate.

Payment is expected at time of of delivery in the form of cash, certified check or Credit Card

Remarks

Billed: \_\_\_\_\_ COD: \_\_\_\_\_ Deposit: \_\_\_\_\_  
Account: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

In the event that the shipment is placed in permanent storage, provisions of the warehouse receipt shall apply

**Destination Agent**

Agent  
Code  
Phone  
Address  
City  
State  
Zip

**Origin Agent**

Agent Herlihy Moving & Storage, Inc.  
Code 0155  
Phone 740-775-6683  
Address 747 Marietta Road/P. O. Box 96  
City Chillicothe State OH  
Zip 45601-0096

**Booking Agent**

Agent Herlihy Moving & Storage, Inc.  
Code 0155  
Phone 740-775-6683  
Address 747 Marietta Road/P. O. Box 96  
City Chillicothe State OH  
Zip 45601-0096

**Total Charge: \$1,400.00**

Signature of *Brenda Adams*

Date *12/22/12*

Signature of *Brenda Adams*

Date *12/22/12*

# Herlihy Moving & Storage, Inc. (HMS)

## Waiver/Disclaimer Form

Shipper: Adams OSN: L12613-2  
Origin: Chillicothe OH Destination: Chillicothe OH Date: 12-22-12

**Most Important !!!**

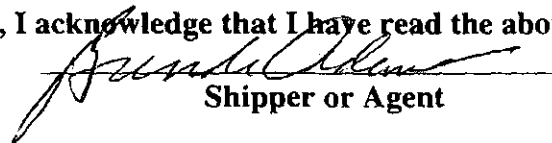
**Please Note Carefully-This is for your protection**

**The mover (HMS) cannot be held responsible for:**

- 1. Items left at residence after loading.** Check your closets, drawers, attic, outside.
- 2. Items packed by owner (PBO).** Shipper is responsible for the internal contents of the box. External damage to the box is the responsibility of HMS.
- 3. Unpacked items.** Mirrors, lamps, pictures, glass tops, marble tops, fragile items need to be packed. If these items are unpacked, HMS will not be liable.
- 4. "Pressboard" furniture, "Chipboard" covered with Formica.** For example: Computer desk, Entertainment centers, some Bookcases, etc... should be dismantled in order to properly relocate them. If you request that we move these items assembled, HMS will not be liable.
- 5. Plants.** At driver's discretion, plants can be moved with no liability accepted.
- 6. Electronic & Mechanical performance of household goods shipped.** For example: TV's, Refrigerators, Stereos, Computers, Wash & Dryer. HMS has no way of knowing the internal working condition of these items, claim responsibility will be limited to external condition.
- 7. Items requiring special services.** A qualified person should prepare these items prior to the relocation. Examples are Waterbeds, Grandfather Clocks, Gas Appliances, Pool Tables, Water softeners.
- 8. Items that are Forbidden to transport.** Examples are fuels, combustibles, corrosives, cleaning supplies, aerosols, flammable, explosives, ammunition, perishable foods, propane tanks, any item that might inherently damage the shipment.
- 9. Damage due to rain, snow, ice, mud, inaccessibility or anything caused by them or conditions thereof.**
- 10. High Value Items (Items having a value in excess of \$100 per lb.)** HMS may, without discrimination between shippers, refuse to accept for Transportation Bank Bills, Deeds, Notes, Drafts, or Valuable Papers of any kind, Jewelry, Postage, Revenue Stamps, Stamp Collection, Precious Stones, or articles of peculiarly inherent or extraordinary value, precious metals, or articles of manufacture there from. In order for HMS to assume responsibility, these items must be tendered to HMS prior to loading, a High Value Inventory must be completed, and a receipt issued to the shipper.
- 11. Disconnecting electric, water, gas.** HMS, at the shippers request will disconnect simple plumbing and electrical items such as washer hoses, ice maker, dryer vent hose, electrical cords. HMS will not accept responsibility for loss or damage resulting from leaky valves, broken lines, faulty connections, corrosion, electrical malfunction, etc...

**Property damage at residence must be noted at the time of loading or delivery.  
Damaged and missing articles should be noted on inventory at time of delivery.**

**By signing below, I acknowledge that I have read the above and understand my responsibility.**

  
**Shipper or Agent**



## CONTRACT TERMS AND CONDITIONS

This contract is subject to all the rules, regulations, rates and charges as stated on the carrier's estimate

**SECTION 1: The carrier shall not be held liable for any conditions listed in paragraphs (a) thru (k) regardless of any declared value stated on the face of this estimate/bill of lading:**

- (a) For condition or flavor of perishable articles, objects of art, documents, currency, money, jewelry, watches, trading stamps, credit cards, precious stones, business records, computer hard drives and computer disks or articles of extraordinary value which are not specifically listed on attachments to the estimate, and loss or damage caused by or resulting;
- (b) From act, omission or negligence of shipper.
- (c) From insects, moth, vermin and ordinary wear and tear.
- (d) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (e) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade;
- (f) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.
- (g) From Acts of God.
- (h) From breakage of china, glassware, bric-a-brac or similar articles of a brittle or fragile nature unless packed by the carrier or unless such breakage results from negligence of the carrier.
- (i) Should the consumer wish to increase the amount of reimbursement under this section, coverage may be available on a negotiated basis.
- (j) The carrier reserves the right to repair damaged goods as a first course of action prior to reimbursement.
- (k) The consumer warrants that no items of extraordinary value are being transported unless specifically listed. Items of extraordinary value are defined as items with a value in excess of one hundred (\$100.00) per pound.

**SECTION 2:** The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3:** Consumer shall:

- (a) Be liable for any and all charges stated on the estimate and pay therefor,
- (b) and indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

**SECTION 4:** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5:** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within sixty (60) days after a reasonable time for delivery has lapsed. The carrier must acknowledge receipt of your claim within fifteen days after receiving it and must respond to you within thirty days. Suit must be instituted against carrier within (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim of any part or parts thereof specified in the notice. Where a claim is not filed or suit is not institute thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

Pursuant to 4901.2-19-08(O)(16) "You have a minimum of sixty days from the date of the move to file a claim for any damaged or missing goods. The carrier must acknowledge receipt of your claim within fifteen days after receiving it and must respond to you within thirty days. If your complaint is not resolved after you have called the carrier, you may contact the Public Utilities Commission of Ohio for assistance. At 1 800-686-7826 (toll-free) or for TTY at 18006861570 (toll-free) from 8am to 5pm weekdays or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

**SECTION 6:** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized bylaw, or (b) by public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two successive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.



L 12613 2

All items included in your shipment that are considered to be of extraordinary (unusual) value must be specifically identified and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those having a value greater than \$100 per pound. Typical household goods items that frequently have a value in excess of \$100 per pound per article are: currency, coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts or other rare documents. Of course, other items may also fall into this category and must be identified as well.

The purpose of this inventory is to assist you in identifying articles of extraordinary or unusual value so that the carrier will be aware of those items that require special handling and protection. Failure to identify such articles will result in limited carrier liability. This form must be presented to the lead packer before packing begins for carrier packed high value items and to the van operator before loading begins for non-packed or owner packed items. Owner packed cartons containing high value items must be left open for the van operator to view and seal.

List No.	Inventory Number	Description of Articles Exceeding \$100 Per Pound Per Article	List No.	Inventory Number	Description of Articles Exceeding \$100 Per Pound Per Article
1.			8.		
2.			9.		
3.			10.		
4.		609	11.		609
5.		per	12.		per
6.		pound	13.		pound
7.			14.		

Owner (Shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished on this inventory form and the declaration of value contained on the accompanying Bill of Lading, the Bill of Lading terms and conditions, the tariff in effect at the time of shipment, the Household Goods Descriptive Inventory, and all other pertinent information available to the carrier. If you have not listed articles having a value in excess of \$100 per pound per article on this inventory, your signature below attests to the fact that such articles are not included in your shipment. If through inadvertence or any other cause, items having a value in excess of \$100 per pound per article are included in your shipment and you fail to list those items on this inventory, or fail to sign this inventory, you expressly agree that the carrier's liability for loss or damage to those items will be limited to no more than \$100 per pound per article (based upon the actual article weight).

**AT ORIGIN**

I certify the above listed information to be true, correct and complete.

X Brenda Adams 12/22/12  
Signature of Owner (Shipper) or  
Owner's (Shipper's) Representative Date

Carrier's representative acknowledges receipt of listed items and of an executed copy of this inventory.

X  
Signature of Carrier Representative Date

Chelliah 011  
Shipment Origin (City and State)

Form 77 (CS-7) REV. 6-10

**AT DESTINATION**

I acknowledge receipt of the above listed items with exception only as noted on the carrier's descriptive inventory.

X Brenda Adams 12/23/12  
Signature of Owner (Shipper) or  
Owner's (Shipper's) Representative Date

Carrier's representative acknowledges delivery of the above listed items

X Harry Haisley 12-23-12  
Signature of Carrier's Representative Date

Copies: 1. Mayflower Headquarters 2. Owner (Shipper) 3. Driver 4. Origin/Booking Agent

## Joe Herlihy

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**From:** Paulette Miller [paulette@pmsolveclaims.com]  
**Sent:** Tuesday, April 23, 2013 1:37 PM  
**To:** joe@herlihymoving.com  
**Subject:** BRENDA ADAMS L-12013-2

Hey Joe

I sent this time line over to Angie at the insurance carrier asking his input. I believe our strength as written is the 12/22 documents she signed... Not just one but multiple understanding she choose to have no coverage. Furthermore, she choose not to note anything on the bill of lading at the completion - AND high valued inventory... She choose not to list any of these items as of important value.

I will let you know what Angie returns with.

12/22/12 - Prior to load customer signed off on Order of Service, High Valued Inventory, Acknowledgement of charges.  
12/22/12 - Load date  
12/23/12 - Delivery date  
1/17/13 - Mrs. Letter to Joe Herlihy  
1/18/13 - Verification back to Ms. Adams  
1/26/13 - 2nd Letter from Ms. Adams wanting inventory copies  
2/22/13 - first Claim form  
2/22/13 - call from Joe - notice coming claim  
2/24/13 - Form received and inspection set - emailing customer  
3/5/13 - Inspection date - asking to verify weights as only \$.60  
3/29/13 - Settlement Letter  
4/1/13 - 2nd Claim form  
4/3/13 - carrier notice

I think the strength is that she signed acknowledging not on one page but multiple documents the agreement.

*Paulette Miller* - Director

**P & M Solutions, LLC**

Phone 623 533 5724

Fax 623 533 5728


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For Our Agents

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## Claim Notes Search

**Claim Number 120324N**
[Inquiry](#) > [Claim Search](#) > [Claim Detail](#) > [Notes](#)

Claim notes created prior to 03/21/2011 are not formatted for display. Please contact the claims handler for further information.

Note Type: ALL

[Help](#)

Date of Note:

From:

To:


 Search

## Results

10 found

1 to 10 of 10

<u>Note Type</u>	<u>Author</u>	<u>Created</u>	<u>Note</u>
1. General	Barbara Richardson	05/06/2013 3:24:34 PM	Received a call from Paulette at P M Solutions. She wanted me to know that she got a call today from an attorney who said he had claimant in his office and appeared he wanted to negotiate this claim. His name was Ed Bunstein and the phone number that came up was 740-775-5605. Mr. Bunstein was not aware that plaintiff had already filed in small claims court. Although plaintiff filed pro se in small claims court it appears that she is now seeking representation.
2. Protected	Barbara Richardson	05/03/2013 2:07:08 PM	Note Originator completed a protected note related to internal, legal or medical information. No other display is available
3. Protected	Barbara Richardson	05/03/2013 12:52:52 PM	Note Originator completed a protected note related to internal, legal or medical information. No other display is available
4. General	Barbara Richardson	05/03/2013 12:29:21 PM	E-mail to Defense Counsel for confirmation that he has reviewed file so we can discuss our POA. Small Claims action with court date of 5/9/13.
5. General	Barbara Richardson	04/28/2013 9:27:33 AM	Spoke with Joe Herlihy and confirmed that we had assigned to dc to respond. dc is reviewing the file and will contact me to discuss our plan of action.
6. General	Barbara Richardson	04/24/2013 6:23:14 PM	Responded to an e-mail from the vendor who originally handled this claim for the insured. She had received a call from our insured with questions regarding this suit and I've requested contact information so that I may call our insured to discuss. The only insured information provided on this loss was for the vendor/adjuster to obtain their information regarding this loss.
7. General	Barbara Richardson	04/24/2013 6:09:04 PM	Unrepresented plaintiff filed in small claims court on this moving and storage claim. The parameters of coverage are detailed in the contract which plaintiff signed. Coverage is at 0.60 per lb. Assigned to Faulkner & Tepe and Jack Scott will review and get back to me. After discussion with him we will determine our best course of action, but defense cost should be minimal and entail producing copies of documents at the small claims hearing scheduled for 5/9/13.
8. General	Barbara Richardson	04/15/2013 2:20:38 PM	Discussed with Angle - pro se plaintiff filed in Chillicothe Ohio Small Claims court. Moving & storage claim - per signed contract coverage is at 60 cents per pound of articles. Appears plaintiff attempted to inflate weight of damaged property and is making a claim for \$1813.19 plus interest. Insured uses a vendor to handle small moving & storage claims and they had previously issued payment to customer in the amount of \$835.20. Also note that based on the valuation options in the paperwork, if plaintiff had purchased full value coverage it would have cost an

additional \$483.84. We will attempt a compromise settlement offer to avoid litigation expenses in the \$250-\$500 range, but if unable to settle within that range I will assign to counsel to defend. Defense cost should be minimal - provide documents supporting loss valuation to court.

9. General     Angle Blair     04/05/2013 1:31:58 PM     Called insured contact, Joe 740-775-6683. Confirmed move of shipper from 575 Laurel St to 226 Grand Ave Chillicothe OH. His employees did wrap/pack items. This was a large move that should have taken 2 days and it was done in 1 day. They use a professional service: P&M Solutions to handle their claims. P&M has paid \$835.20 to Claimant as per the bill of lading .60 per lb, per article. He suggests I contact Paulette Miller there for additional information. Loss documents received include: copy of check to Claimant, bill of lading, signed waiver, signed reimbursement for damaged goods. Contacted Paulette Miller. She reported this for notice only in case Claimant returns the payment. As of now, the claim has been paid by them based on the .60 per lb valuation that was purchased. Sent Paulette email with my information and she will advise me if the check is returned to the insured or cashed by Claimant. At this time, I will not contact the Claimant since the claim has been paid more
10. General     Angle Blair     04/05/2013 11:42:19 AM     Received new loss. Policy in force. CM7080 moving and storage coverage form. CM7082 moving-storage certificate of increased obligation.

10 found

1 to 10 of 10

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Legal Notices

Home

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General, 04/05/2013, A004084

Response.write(subroWord) Called insured contact, Joe 740-775-8883. Confirmed move of shipper from 575 Laurel St to 226 Grand Ave Chillicothe OH. His employees did wrap/pack items. This was a large move that should have taken 2 days and it was done in 1 day. They use a professional service: P&M Solutions to handle their claims. P&M has paid \$835.20 to Claimant as per the bill of lading .60 per lb, per article. He suggests I contact Paulette Miller there for additional information. Loss documents received include: copy of check to Claimant, bill of lading, signed waiver, signed reimbursement for damaged goods. Contacted Paulette Miller. She reported this for notice only in case Claimant returns the payment. As of now, the claim has been paid by them based on the .60 per lb valuation that was purchased. Sent Paulette email with my information and she will advise me if the check is returned to the insured or cashed by Claimant. At this time, I will not contact the Claimant since the claim has been paid by P&M Solutions.