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October 14, 2011

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VIA FEDERAL EXPRESS

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: 1-A Realty v. PPL Electric Utilities Corporation
Docket Nos. F-2010-2166554 and F-2010-2166976

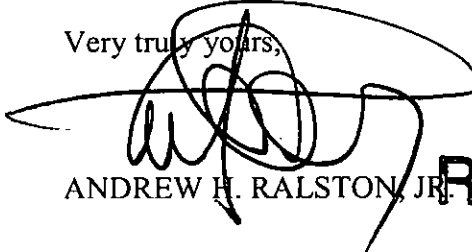
Dear Ms. Chiavetta:

Enclosed for filing in the above-captioned matter are an original and five (5) copies of the Post-Hearing Brief of Respondent, PPL Electric Utilities Corporation.

Pursuant to 52 Pa. Code §1.11, the enclosed document is to be deemed filed on October 14, 2011 which is the date it was deposited with an overnight express delivery service as shown on the delivery receipt attached to the mailing envelope.

In addition, please date and time-stamp the enclosed extra copy of this letter and return it to me in the envelope provided.

Very truly yours,



ANDREW H. RALSTON, JR.

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AHR,Jr:cjc-m,
Enclosures

cc: Mark Malkames, Esquire (with encl.)
Dennis J. Buckley, Administrative Law Judge (w/enc)
Kimberly Ann Galligani, Paralegal (with encl.) – via: email
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

1-A REALTY,	:		
	:		
Complainant,	:		COMPLAINT DOCKET
	:		
vs.	:		No. F-2010-2166554
	:		
PPL ELECTRIC UTILITIES CORP.	:		
	:		
Respondent	:		

1-A REALTY,	:		
	:		
Complainant,	:		COMPLAINT DOCKET
	:		
vs.	:		No. F-2010-2166976
	:		
PPL ELECTRIC UTILITIES CORP.	:		
	:		
Respondent	:		

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**POST-HEARING BRIEF OF RESPONDENT PPL ELECTRIC UTILITIES
CORPORATION**

AND NOW comes the Respondent, PPL Electric Utilities Corporation ("PPL"), by and through its attorneys of record, Gross McGinley, LLP, and files the within Brief, alleging in support thereof as follows:

I. ISSUES BEFORE THE COMMISSION

Complainant owns and operates a mobile home park ("Park") that contains dozens of rental units. Approximately twenty-one (21) streetlights are located along the roadways of the park ("Streetlights"). The Streetlights provide a service to the entire Park community, in that they provide illumination for the roadways travelled by the

entire population of the Park and their visitors. The Streetlights, however, are physically located upon the property leased by only 21 individual tenants of the Park.

Prior to 2009, the electrical wiring (owned, maintained, and operated by Complainant) for the Streetlights was configured so that a continuous electrical circuit connected each of the Streetlights to each other and, at the terminus of the circuit, a “house” electric meter recorded the electricity used by the Streetlights. This “house” electric meter was in the name of Complainant, who paid the electric bill generated thereby.

In 2009, according to Complainant, the Streetlights’ electric circuit’s underground wiring began to fail. Rather than replace the failing underground wiring and maintaining the “house” electric meter that was in Complainant’s name, Complainant unilaterally chose to reconfigure the way that the Streetlights were wired as follows: each Streetlight was directly wired into the electric meter for each of the 21 Park tenants located closest to the corresponding 21 Streetlights. Each of these 21 tenants is a customer of PPL.

As such, because of Complainant’s unilateral actions, the 21 Park tenants that had a Streetlight wired into their meter now had a common-use element servicing the entire community (i.e. a Streetlight) recording electric usage upon their personal electric meters. Because the Streetlight was on their electric meter, the 21 Park tenants so affected would, thus, see the corresponding charges for the electricity used by “their” Streetlight appear upon their monthly electric bill sent to them by PPL.

In late 2009, PPL received a telephone call from one of the tenants who now had a Streetlight on her electric meter, Mrs. Phyllis Ruth. Responding to her complaints about the Streetlight, PPL went to the Park and discovered that the common use

Streetlights in Park were connected to the various tenants' electric meters. This reality constitutes a "foreign load" upon each of the 21 meters in question. Shortly thereafter, PPL received a call from another similarly affected tenant, Mrs. Karen Thompson, likewise complaining about "her" Streetlight.

Pursuant to its obligations under the Public Utility Code, as discussed below, PPL was required to transfer responsibility for the electric service provided to the Ruths and Mrs. Thompson into the name of Complainant as a result of the foreign load condition it discovered at the Park.

Complainant, apparently believing that the Park could safely function without two of its 21 Streetlights, responded to PPL's transfer of the accounts for the Ruth and Thompson meters into its name by turning off the switch at the Ruth and Thompson breaker boxes for the two Streetlights that are connected to their meters. The wiring for the Streetlights, to this day, remains connected to their meters. Despite repeated demand, Complainant has failed and refused to assure PPL that it intends to keep the "foreign load" Streetlights permanently turned off at the meters of Ruth and Thompson.

Moreover, this matter does not end with the "foreign loads" upon the Ruth and Thompson meters. Concerned with the safety and well-being of the residents of the Park, PPL has, to date and during the pendency of this litigation, not transferred the electric accounts for the 19 other tenants that have a foreign load Streetlight upon their meters. However, PPL unquestionably must do so once this matter is resolved. PPL has not transferred the other 19 electric accounts for the other 19 tenants who have a foreign load on their meters as the result of a Streetlight because: (a) PPL is concerned that Complainant would simply respond to that action, as it did with the Ruth and Thompson

Streetlights, by switching off all of the Streetlights for the Park and, thus, creating a public safety hazard for all of the tenants of the Park (who are all, also, customers of PPL); and (b) Complainant has, as with the Ruth and Thompson “breaker switch offs” of the Streetlights, failed and refused to indicate that the solution to the foreign load problem it forced upon both its tenants and PPL is a permanent solution and not, on the other hand, a simple ruse that it will reverse as soon as the litigation between the parties is resolved.¹

Following Complainant’s switching off of the Ruth and Thompson Streetlights, Complainant would have the Commission believe that the Ruth’s and the Thompson’s ardently “demanded” that PPL stop “oppressing” them by “forcing” them to not be responsible for their electric accounts despite the presence of a foreign load on their respective meters. From this claim, Complainant argues that PPL must “honor” the Ruth’s and the Thompson’s “demand” and “give them back” their meter, foreign load and all. Initially, as discussed below, the consumer protections promulgated by Act 54 are both mandatory as to PPL and cannot not, as a matter of public policy encoded in statute, be waived by a tenant. Further, as summarized below, the testimony of Ms. Ruth and Ms. Thompson clearly and unequivocally revealed that they have never agreed to, and still do not want, a foreign load Streetlight on their electric meter.

Alternatively, Complainant, at least at one point, claimed that the Streetlight on each of the 21 tenants’ meters was a “de minimus” amount of foreign wiring. Complainant, at least at one point, also claimed that the “rules and regulations” of the

¹ At page 63 of the Notes of Testimony of the Hearing held in this matter on August 23, 2011, Your Honor stated: “. . . it does seem to me that there is a health safety issue here . . . I know that I would like to see, and I suspect the Commission would like to see, PPL continue with the lights on until we get this resolved.”

Park's community association, which allow for a credit on rent for those tenants affected by foreign load, pre-empt the provisions of Act 54.

II. REGULATORY FRAMEWORK

Pursuant to the changes to the Public Utility Code, 66 Pa.C.S. §100, et. seq. occasioned by Act 54 of 1993, the following regulatory framework applies to the analysis of the case before the Public Utility Commission:

1. 66 Pa.C.S. §1529.1 (Duty of owners of rental property)

(a) Notice to public utility.--It is the duty of every owner of a residential building or mobile home park which contains **one or more dwelling units, not individually metered**, to notify each public utility from whom utility service is received of their ownership and the fact that the premises served are used for rental purposes. (emphasis added)

(b) History of account.--Upon receipt of the notice provided in this section, **if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner**, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. . . . (emphasis added)

(c) Failure to give notice.--Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.

2. 66 Pa.C.S. §1530 (Waiver of subchapter prohibited)

Any waiver of a tenant's rights under this subchapter shall be void and unenforceable.

3. 66 Pa.C.S. §1521 (Definitions)

"Mobile home." A transportable, single-family dwelling unit intended for permanent occupancy and constructed as a single unit, or as two or more units designed to be joined into one integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly

operations and constructed so that it may be used without a permanent foundation.

“Mobile home park.” Any site, lot, field or tract of land, privately or publicly owned or operated, upon which three or more mobile homes, occupied for dwelling or sleeping purposes, are or are intended to be located.

III. INTEPRETATION OF FRAMEWORK

The presence of a “foreign load” upon the meter of a residential tenant means that the electric meter servicing that tenant is not “individually metered” for purposes of 66 Pa.C.S. §1529.1. Administrative Law Judge Wayne L. Weismandel, in an Opinion dated July 22, 2004, in the case of James David Harman vs. PPL Electric Utilities Corporation, on Page 7, wrote:

“ . . . the Commission clearly held that ‘the utility must. . . place the account in the landlord’s name upon discovery of the foreign load and collect unpaid bills only from the landlord.’”

Judge Weismandel was citing the case of Elizabeth Santos vs. Metropolitan Edison Company, Docket No. C-00967757 (1997). Santos, and the subsequent case of Joseph L. Ward vs. PPL Electric Utilities Corporation, Docket No. C-00992784 (2000), clearly stand for the position that PPL is required to transfer the balance into Complainant’s name.

In Harman, PPL determined that there was “foreign load” on the meter for the apartment having an account in the name of William Nagle. PPL made this determination based upon an in person investigation of Complainant’s premises, as was conducted in this case. As discussed by Judge Weismandel on Page 5 of the Harman decision:

The Commission has clearly established that the presence of ‘foreign load’ prevents a dwelling unit from being deemed individually metered as that term is used in 66 Pa. C.S. Section 1529.1. . . . **‘foreign load’ exists where tenants have a meter and are direct utility customers and utility service for other tenants or for the landlord is being billed through their meter. In other words, ‘foreign load’ is utility service which is not related to serving a tenant, but for which the tenant is being billed.** Section 1529.1 of the Public Utility Code, 66 Pa. C.S. Section 1529.1, requires that an affected public utility ‘shall forthwith list the account for the premises in question in the name of the owner’ when a residential building contains one or more dwelling unites not individually metered. (emphasis added)

In this case, the premises . . . owned by [landlord] is a residential building. . . and a trailer. . . While the two rental units are not located in the same structure, the evil which the legislation is designed to prevent is just as clearly present as in the case when the tenants metered premises occupy but one structure. Respondent presented credible evidence that it investigated the presence of ‘foreign load’ . . . from this, **Respondent concluded that the water pump needed to supply running water to the trailer was powered by electricity that was metered by the meter for the apartment rather than the separate electric meter for the trailer. This is a classic example of ‘foreign load.’** . . . (emphasis added)

It is indisputable that Section 1529.1 of the Public Utility Code applies to the facts of this case. The leased premises were dwelling units. . . . ‘Foreign load’ existed. The presence of ‘foreign load’ prevented the leased dwelling units from being deemed individually metered. Respondent, the affected utility company, upon discovering the presence of ‘foreign load’ was required by the statute to ‘forthwith’ list the account in question in the name of the owner, and did so.”

Further, the Harman case settled the issue relating to a *de minimus* exception to Act 54 by noting that as a matter of law there is no *de minimus* exception. See Harman, Page 7. As set forth in the “policy statement” for Act 54 provided to PPL by Complainant in alleged support of its position:

Although in some cases, the foreign load was characterized as *de minimis*, **the ultimate resolution was to place that account in the building owner's name.** Two reasons support this resolution: (1) the difficulty of developing a definition of *de minimis* foreign load that can be readily applicable to all situations; and (2) the adverse effect on one or more of the building's other tenants resulting from termination of service to the foreign load.

IV. DISCUSSION

1. **“Foreign Load” = Not “Individually Metered”.**

- a. **The Streetlight on each of the 21 tenants’ meters constitutes a “foreign load.”**

It is uncontested that 21 electric meters in Complainant’s Park have a common-use Streetlight attached thereto. See PPL Exhibit #3. It is also uncontested that, since those Streetlights benefit all of the dozens of residents of the Park, and not merely the tenant upon whose meter the Streetlight is wired, the presence of the Streetlight upon each of the 21 meters constitutes a “foreign load” thereupon.

- b. **The “foreign load” upon those 21 meters means that those meters are not “individually metered” for purposes of 66 Pa.C.S. §1529.1(b).**

The presence of the common-use Streetlight upon the electric meter of the 21 tenants in the Park means that those 21 meters are not “individually metered” for purposes of 66 Pa.C.S. §1529.1(b). See Harman, Santos, Ward, *supra*.

- c. **A non-individually metered tenant cannot “opt out” of the protections of Act 54.**

Complainant contends that the second sentence of 66 Pa.C.S. §1529.1(b) controls this case. That sentence provides:

In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

66 Pa.C.S. §1529.1(b)(emphasis added). From this provision, Complainant contends that a tenant is somehow permitted to “notify” a public utility of its “opting out” of Act 54.

However, Complainant fundamentally misreads this provision. Because of the presence of the common-area Streetlights upon the 21 meters in question, those 21 “dwelling units” affected thereby are not “individually metered.” As such, the portion of §1529.1(b) cited by Complainant has absolutely no applicability to this case. Again, the 21 “dwelling units” in question in this case are, simply put, not “individually metered.”

Further, it is self-evident from the provisions of Act 54 itself that a tenant cannot “opt out” of the protections of the Act. Pursuant to 66 Pa.C.S. §1530, the Legislature has, as a matter of codified public policy, determined that “[a]ny waiver of a tenant’s rights under this subchapter shall be void and unenforceable.” See 66 Pa.C.S. §1530. As such, any attempt by Complainant to argue that either Ruth or Thompson can or did “opt out” of the protections of Act 54 are both “void” and “unenforceable.”

d. PPL is an “affected public utility” under 66 Pa.C.S. §1529.1(b).

Because PPL became aware of the presence of a “foreign load” upon the electric meters of Ruth, Thompson, and the other 19 tenant/customers in the Park, PPL is an “affected public utility” as that term is defined by 66 Pa.C.S. §1529.1(b).

The fact that PPL received “notice” of the presence of a “foreign load” upon the 21 meters in question through the result of its own investigation, as opposed to being told of same by Complainant is not relevant, given the provision of 66 Pa.C.S. §1529.1(c), which provides that: “[a]ny owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given.”

- e. **PPL “shall forthwith list the account for the premises in question in the name of the” Complainant.**

Because of the presence of a “foreign load” upon the electric meters of the tenant/customers who have a Streetlight attached to their meter, PPL had and has no choice but to do what the Public Utility Code instructs that it must: “list the account of the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto.”

- f. **There is no such thing as “de minimus” foreign wiring**

Further, contrary to Complainant’s claim, there is no such thing as a “de minimus” load under Act 54. See Harman, Policy Statement, supra. PPL is required to comply with its obligations under Act 54 (i.e. to transfer electric bills into the name the landlord upon the discovery of a foreign load) regardless of the extent of the load.

2. No “Waiver” of the Applicability of 66 Pa.C.S. §1529.1(b) is permitted.

- a. **As a Matter of Law, A Tenant Cannot “Waive” A Violation of 66 Pa.C.S. §1529.1(b).**

Complaint’s claim that a “tenant may accept a load” and that a public utility does not have to comply with Act 54 if it is “notified to the contrary by the tenant or unauthorized [sic] representative” (see Complaint, ¶4(B), subparagraph C) is an incorrect interpretation of the law in Pennsylvania. As set forth above, the 21 units affected by a Streetlight are unquestionably not “individually metered” for purposes of Act 54. Accordingly, Complainant’s reliance upon §1529.1(b) is misplaced. Furthermore,

according to 66 Pa.C.S. §1530, any waiver or attempted waiver of a tenant's rights to individual metering is "void and unenforceable." As such, neither Ruth nor Thompson could waive the applicability of 66 Pa.C.S. §1529.1(b). Even if they had attempted to do so (which they have not), that request "shall be void and unenforceable."

b. As a Matter of Fact, Neither Ruth Nor Thompson "Waived" the Applicability of 66 Pa.C.S. §1529.1(b).

Perhaps as important, it is clear that neither the Ruths nor Mrs. Thompson "waived" the applicability of Act 54, as Complainant claims. To the contrary, it is clear that both Mrs. Thompson and the Ruths never consented to, and do not now want, any foreign load from the Streetlights in question on their meter. What is more, it is clear that both Mrs. Thompson and the Ruths have been threatened by Complainant with "eviction" if they did not "comply" with Complainant's demands, in violation of 66 Pa.C.S. §1531 ("It is unlawful for any landlord . . . to threaten or take reprisals against a tenant because the tenant exercised his rights under . . . Section 1529").

In the deposition of Mrs. Thompson that was entered into evidence in this case as PPL Exhibit #1, Mrs. Thompson testified as follows:

1. The Streetlight was placed on her meter in the Summer of 2009. N.T., July 25, 2011, page 7;
2. Prior to it happening, she was never told that Complainant was going to dig up her yard and connect the Streetlight to her meter. N.T., page 8;
3. The Streetlight was placed on to her meter "unknowingly . . . I didn't read that and I did, I wouldn't have known what they [Complainant] were talking about and so I signed that and sent it back." N.T., page 8;
4. Two months after the connection had been made, she "called Mr. Mayo and I talked to Sherwood, and he explained to me that – what they had actually done, and I didn't understand it. I was kind of floored. . . .

Because I didn't understand why they would make me pay for that light. And I wasn't – I'm a widow. I'm by myself. Every penny counts. I retired two years ago. . . .

I was concerned because I just hung up the phone thinking what – I don't know why they did that, you know." N.T., page 10;

5. "Well, I got a few letters [from Complainant] saying that if I didn't pay my bill that I would . . . That I could be evicted . . ." N.T., page 11;

6. Q: Do you want the street light on your meter?

A.: No, I do not.

Q: Do you want a street light at all ever connected to your account.?

A. No, I do not.

A. The light is off at this moment, but it's still connected to the meter.

Q: Do you want it connected to the meter?

A. No. I don't want it connected to the meter. I do not. I want it corrected the way it was when I moved there. Right now there's no light on. It's pitch black. There's a 101-year-old lady who lives right across the way who has no light. None of use have any light.

A. [She typed a letter to PPL asking to have the account put back in her name] [b]ecause I didn't want to be evicted. I felt threatened [by Complainant]."

N.T., pages 14 -18.

In the deposition of Mrs. Ruth that was entered into evidence in this case as PPL

Exhibit #2, Mrs. Ruth testified as follows:

1. ". . . my father had built a trailer court and he found out it was illegal to put a streetlight onto a tenant's property. . . . When I put a streetlight on my property years ago, the pole, I had to pay \$22 a month. I didn't think \$10 [that Complainant "credited" Ruth on her monthly rent] was equal to that in this day and age. So this is what really started setting me off. . ." N.T., August 16, 2011, page 6;

2. "But then I found out that I had a breaker on my trailer that had to be

connected for that reason [connecting the Streetlight], I believe. And if it was - - I thought they should have had a separate little meter for the streetlight so it would furnish all the other trailers and I wouldn't be charged for it. That was my - -

Q. Did you want to be charged for that streetlight on your meter?

A. Not really. Who would?

Q. Do you want to be charged for it now?

A. Not really.

A. This could have all been stopped the first month along the road. When we knew about all of this, he could have had called - Mr. Mayo could have called PP&L, had the wire pulled out and I wouldn't have the streetlight on it anymore, I my meter.

A. I want what's legal. It is not legal having it - my electricity in somebody else's name. I won't pay electricity for somebody else either.

Q. If you had a choice between having the streetlight attached to your meter or the streetlight not attached to your meter, which would you choose?

A. Not attached.

Q. You believe that the charge for electricity for a streetlight is more than the \$10 that you were being reimbursed [by Complainant]?

A. Correct, right. That my main principal thought on the whole thing. And I also believe that [the Streetlight on her meter] is illegal.

N.T., pages 8 - 27.

3. 66 Pa.C.S. §1529.1 is Applicable to Mobile Home Parks.

From the very wording of 66 Pa.C.S. §1529.1, the provisions of that Act apply to “every owner of a residential building or mobile home park.” As such, the provisions of §1529.1 are applicable to the case at bar. Any claim that Act 54 does not apply to mobile home parks is clearly incorrect.

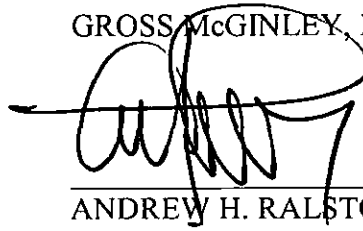
Further, any claim that, because the Mobile Home Park Act, or any other legislation, allows a mobile home community to pass its own “reasonable regulations” for tenants, mobile home parks are, therefore, *per se* exempt from regulation by Act 54 is, likewise, meritless. The specific enactment of legislation covering “every owner of a mobile home park” pre-empts any general legislation allowing a mobile home park to enact its own “reasonable regulations” for tenants. Furthermore, no regulation which contravenes the specific provisions of Act 54 by purportedly allowing a foreign load to exist in a mobile home park could, under any circumstances, be deemed to be “reasonable.” As such, Act 54 clearly and unequivocally applies to the factual situation before the Commission.

V. CONCLUSION

For all of the above reasons, Complainant's Complaint against PPL Electric Utilities Corporation should be denied and dismissed with prejudice. In so doing, and pursuant to 66 Pa.C.S. §1529.1, the Commission should Order PPL to transfer the electric accounts for each of the 21 tenants that have a Streetlight attached to their meter into Complainant's name until such time as Complainant permanently, completely, and safely removes the "foreign load" caused by the wiring of the 21 Streetlights at issue herein from each of the 21 affected electric meters in the Park.

Respectfully submitted,

GROSS MCGINLEY, LLP



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Date: October 14, 2011

*Attorneys for Respondent PPL Electric
Utilities Corporation*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

1-A REALTY,		:	
	Complainant,	:	COMPLAINT DOCKET
vs.		:	No. F-2010-2166554
		:	
PPL ELECTRIC UTILITIES CORP.		:	
	Respondent	:	

1-A REALTY,		:	
	Complainant,	:	COMPLAINT DOCKET
vs.		:	No. F-2010-2166976
		:	
PPL ELECTRIC UTILITIES CORP.		:	
	Respondent	:	

CERTIFICATION OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participant(s), listed below, in accordance with the requirements of §1.54 (relating to service by a participant):

William A. Mayo
c/o Mark Malkames, Esquire
509 W. Linden St.
Allentown, PA 18101

Administrative Law Judge Dennis J. Buckley
PO Box 3265
Harrisburg, PA 17105-3265

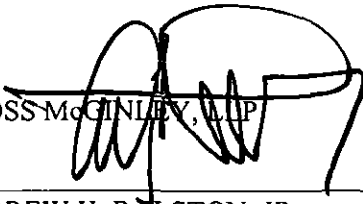
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OCT 15 2011

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Dated this 14th day of OCTOBER, 2011.

GROSS MCGINLEY, LLP

By: 
ANDREW H. RALSTON, JR.
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Attorneys for PPL Electric Utilities Corporation

From: (610) 820-5450
 Andrew H. Raiston, Esquire
 Gross McGinley, LLP
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Origin ID: ABEA



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 HARRISBURG, PA 17120

Delivery Address Bar Code



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 PO #
 Dept #

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 SECRETARY'S BUREAU

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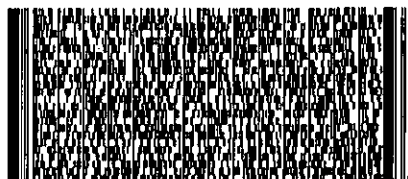
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50FG1/A013/F5F4

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.