# Your Rights and Responsibilities When You Move

2013 Update

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

**Furnished By Your Mover, As Required By Federal Law**

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## General Requirements

The Federal Motor Carrier Safety Administration's (FMCSA) regulations protect consumers of interstate moves and define the rights and responsibilities of consumers (shippers) and household goods carriers (movers).

The household goods carrier gave you this booklet to provide information about your rights and responsibilities as an individual shipper of household goods. Your primary responsibilities are to ensure that you understand the terms and conditions of the moving contract (bill of lading), and know what to do in case problems arise.

The primary responsibility for protecting your move lies with you in selecting a reputable household goods mover or household goods broker, and making sure you understand the terms and conditions of your contract and the remedies that are available to you in case problems arise.

## Regulations and Interstate Transportation

FMCSA's regulations apply to motor carriers that engage in the interstate transportation of household goods and brokers that arrange for such transportation. These regulations require your mover to perform certain services and provide you with specific documents. The regulations only apply to your mover when the mover transports your household goods by motor vehicle in interstate or foreign commerce – that is when you move from one State to another or internationally. The regulations do not apply when your move takes place within a commercial zone (defined at the end of this booklet) or between two points in the same State.

## Legitimate Movers and Brokers

Legitimate movers and brokers are registered with FMCSA to engage in interstate operations involving the interstate transportation of household goods. A legitimate mover explains whether they are a broker or a mover. A household goods broker arranges for the transportation of your shipment but does not provide line-haul transportation. A household goods mover actually transports your shipment.

Household goods brokers or movers must provide you with basic information before you move. You should expect to receive the following information:

- A written estimate
- The "Ready to Move" Brochure (or a web link, if you prefer)
- Information about the mover's arbitration program
- Written notice about access to the mover's tariff
- The process for handling claims
- This booklet, "Your Rights and Responsibilities When You Move" (or a web link, if you prefer)

You should avoid brokers and movers that are not registered with FMCSA, refuse to perform a physical survey of your household goods, and require cash only transactions. You can determine if your broker or mover is registered with FMCSA by accessing www.protectyourmove.gov, or calling FMCSA at (202) 366-9805 for licensing and (866) 637-0635 for insurance information.

## Customer's Responsibilities

As a customer, you have responsibilities both to your mover and yourself. They include:

- Reading all moving documents issued by the mover or broker.
- Being available at the time of pickup and delivery of your shipment. If you are not available you should appoint a representative to act on your behalf.
- Promptly notifying your mover if something has changed regarding your shipment (i.e. move dates, additional items).
- Making payment in the amount required and in the form agreed to with the mover.
- Promptly filing claims for loss, damage or delays with your mover, if necessary.

# Estimates

The two most important things to understand for your interstate move are: the types of estimates offered and the mover's liability in the event of loss or damage. As you read further, you will discover that movers offer different types of estimates – binding and non-binding. The type of estimate you select determines how the charges for your shipment will be calculated. The estimate provided by your mover will notify you of the two liability coverage options: Option 1 - Full (Replacement) Value Protection and Option 2 - Waiver of Full (Replacement) Value Protection (60 cents per pound). The mover's liability is discussed in detail in the next section.

FMCSA requires your mover to provide written estimates on every shipment transported for you. Your mover's verbal quote of charges is not an official estimate since it is not in writing. Your mover must provide you with a written estimate of all charges including transportation, accessorial and advanced charges (defined at the end of this booklet). This written estimate must be dated and signed by you and the mover.

The estimate provided to you by your mover will include a statement notifying you of two options of liability coverage for your shipment: Full (Replacement) Value Protection and Waiver of Full (Replacement) Value Protection, Released Value of 60 cents per pound per article.

If you are moving from a location within a 50 mile radius of your mover's (or its agent's or broker's) place of business, the estimate must be based on a physical survey of your household goods, unless you waive this requirement in writing before your shipment is loaded.

Please be aware that a household goods broker may only provide an estimate on a mover's behalf if it has a written agreement with the mover and uses the mover's published tariff.

You and your mover may agree to change an estimate of charges based on changed circumstances, but only before your shipment is loaded. Your mover may not change an estimate after loading the shipment. There is more information about changes to estimates in the following sections.

**Never sign a blank or incomplete estimate.** Movers may not require you to sign blank or incomplete estimates. Unscrupulous movers could use the blank or incomplete estimate to change the terms of your move, including the cost, without your knowledge or consent.

## Binding Estimates

A binding estimate guarantees that you cannot be required to pay more than the amount on the estimate. However, if you add additional items to your shipment or request additional services, you and your mover may: agree to abide by the original binding estimate, negotiate a new binding estimate or convert the binding estimate into a non-binding estimate.

If the mover does not give you a new binding estimate in writing, or agree in writing to convert the binding estimate to a non-binding estimate before your goods are loaded, the original binding estimate is reaffirmed. Under these circumstances, your mover should not charge or collect more than the amount of the original binding estimate at delivery for the quantities and services included in the estimate.

If there are unforeseen circumstances (such as elevators, stairs, or required parking permits) at the destination the mover can bill you for these additional expenses after 30 days from delivery. Charges for services required as a result of impracticable operations (defined at the end of this booklet) are due at delivery, but may not exceed 15 percent of all other charges due at delivery; any remaining charges will be billed to you with payment due in 30 days.

If you are unable to pay 100 percent of the charges on a binding estimate, your mover may place your shipment in storage at your expense until the required charges (including the cost of the storage) are paid.

Your mover may charge a fee to prepare a binding estimate.

## Non-Binding Estimates

A non-binding estimate is intended to provide you with an estimate of the cost of your move. A non-binding estimate is not a guarantee of your final costs, but it should be reasonably accurate. The estimate must indicate that your final charges will be based upon the actual weight of your shipment, the services provided, and the mover's published tariff. Therefore, the amount of your mover's non-binding estimate may be different than the amount you ultimately have to pay.

A non-binding estimate must be in writing and clearly describe the shipment and all services provided. Under a non-binding estimate, the mover cannot require you to pay more than 110 percent of the original estimate at the time of delivery. This does not excuse you from paying all of the charges due on your shipment. The mover will bill you for any remaining charges after 30 days from delivery.

Your mover must give you possession of your shipment if you pay 110 percent of a non-binding estimate or 100 percent of a binding estimate, plus 15 percent of the impracticable operations charges (if applicable). If your mover does not relinquish possession, the mover is holding your shipment hostage in violation of Federal law.

## Your Mover's Liability and Your Claims

In general, your mover is legally liable for loss or damage that occurs during the transportation of your shipment and all related services identified on the bill of lading.

The extent of your mover's liability is governed by the Surface Transportation Board's Released Rates Order. You may obtain a copy of the current Released Rates Order by visiting the Surface Transportation Board's website at: *http://www.stb.dot.gov/Decisions/readingroom.nsf/(search-10.192.5.24-19306)?OpenView&Count=5000*. In addition, your mover may, but is not required to, offer to sell you separate third-party liability insurance.

All moving companies are required to assume liability for the value of the household goods they transport. However, there are two different levels of liability that apply to interstate moves Full (Replacement) Value Protection and Waiver of Full (Replacement) Value Protection - Released Value. It is important you understand the charges that apply and the amount of protection provided by each level.

### Full (Replacement)Value Protection

This is the most comprehensive option available to protect your household goods, but it will increase the cost of your move. The initial cost estimate of charges that you receive from your mover must include this level of protection. Your shipment will be transported at this level of liability unless you waive Full Value Protection. Under your mover's Full Value Protection level of liability, subject to the allowable exceptions in your mover's tariff, if any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like, kind and quality, or pay you for the cost of such a replacement.

The exact cost for your shipment, including Full Value Protection, may vary by mover and may be further subject to various deductible levels that may reduce your cost. The minimum level for determining the Full Value Protection of your shipment is

$6.00 per pound times the weight of your shipment. Your mover may have a higher minimum value or you may declare a higher value for your shipment (at an additional cost). The charges that apply for providing Full Value Protection must be shown in your mover's tariff. Ask your mover for the details under its specific program.

Under this option, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds $100 per pound (for example, jewelry, silverware, china, furs, antiques, oriental rugs and computer software). Ask your mover for a complete explanation of this limitation before your move. It is your responsibility to study this provision carefully and to make the necessary declaration.

## Waiver of Full (Replacement) Value Protection (Released Value of 60 cents per pound per article)

Released Value is minimal protection; however, it is the most economical protection available as there is no charge to you. Under this option, the mover assumes liability for no more than 60 cents per pound, per article. For example, if a 10 pound stereo component valued at $1,000 were lost or destroyed, the mover would be liable for no more than $6.00 (10 pounds x $.60). Obviously, you should think carefully before agreeing to such an arrangement.

## Third Party Insurance

If you purchase separate third party cargo liability insurance from, or through your mover, the mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover is liable for any claim for loss or damage attributed to its negligence.

Shipments transported under a mover's bill of lading are subject to arbitration in the event of a dispute over loss or damage claims. However, disputes with third party insurance companies might not be subject to arbitration in the event of disputed loss and damage claims as those companies are not within the jurisdiction of the FMCSA. Third party insurance companies are subject to the regulations of the States in which they are licensed.

## Reducing your Mover's Normal Liability

The following are some actions that may limit or reduce your mover's liability for loss or damage to your household goods:

1. Your acts or omissions cause the loss or damage to occur. For example, improper packing of containers you pack yourself do not provide sufficient protection or you include perishable, dangerous, or hazardous materials in your shipment without your mover's knowledge. Federal law forbids you to ship hazardous materials in your household goods boxes or luggage without informing your mover.
2. You chose the Waiver of Full Value Protection – Released Value level of liability (60 cents per pound per article) but ship household goods valued at more than 60 cents per pound per article.
3. You declare a value for your shipment which is less than the actual value of the articles in your shipment.
4. You fail to notify your mover in writing of articles valued at more than $100 per pound. (If you do notify your mover, you will be entitled to full recovery up to the declared value of the article or articles, not to exceed the declared value of the entire shipment.)

## Loss and Damage Claims

Movers customarily take every precaution to make sure that while your shipment is in their possession, no items are lost, damaged or destroyed. However, despite the precautions taken, articles are sometimes lost or destroyed during the move. You have the right to file a claim with your mover to be compensated for loss or damage. You have 9 months from the date of delivery (or in the event of loss for the entire shipment, from the date your shipment should have been delivered) to file your claim.

The claim must be submitted in writing to your mover or to your mover's third party company for claim processing. After you submit your claim, your mover has 30 days to acknowledge receipt of it. The mover then has 120 days to provide you with a disposition. The mover might be entitled to 60-day extensions if the claim cannot be processed or disposed of within 120 days.

## Delay Claims

Delay claims are processed when you have contracted with your mover for guaranteed service for pickup and delivery. Your mover will outline on the bill of lading any penalty or per diem entitlements when there is a pickup delay and/or delivery delay.

# Moving Paperwork

**Do not sign blank or incomplete documents.** Verify that the documents are complete before you sign them. The only information that might not appear in your moving paperwork are: the actual weight of your shipment, in the case of a non-binding estimate, and unforeseen charges that occur in transit.

## Order for Service

Your mover is required by law to prepare an order for service for your shipment. The following 14 elements should be listed on the order for service.

1. Your mover's name, address and the USDOT number assigned to your mover.
2. Your name, address and if available, telephone number(s).
3. The name, address, and telephone number of the delivering mover's office or agent at or nearest to the destination of your shipment.
4. A telephone number where you may contact your mover or its designated agent.
5. One of the following three dates and times:
    a. The agreed-upon pickup date and delivery date of your move.
    b. The agreed-upon period(s) of the entire move.
    c. If your mover is transporting the shipment on a guaranteed service basis, the guaranteed dates or periods of time for pickup, transportation, and delivery. Your mover must enter any penalty or per diem requirements upon the agreement under this item.
6. The names and addresses of any other motor carriers, when known, that will participate in the transportation of your shipment.
7. The form of payment your mover will accept at delivery. The payment information must be the same as was entered on the estimate.
8. The terms and conditions for payment of the total charges, including notice of any minimum charges.
9. The maximum amount your mover will demand, based on the mover's estimate, at delivery to release the shipment, when transported on a collect-on-delivery basis.
10. A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment.

11. Any identification or registration number your mover assigns to the shipment.
12. For non-binding estimated charges, your mover's reasonably accurate estimate of the amount of the charges, the method of payment of total charges, and the maximum amount (110 percent of the non-binding estimate) your mover will demand at the time of delivery for you to obtain possession of the shipment.
13. For binding estimated charges, the amount of charges your mover will demand based upon the binding estimate and the terms of payment under the estimate.
14. An indication of whether you request notification of the charges before delivery. You must provide your mover with contact information.

You are entitled to a copy of the order for service when it is prepared. The order for service is an important part of the contract (bill of lading) between you and the mover. Should you cancel or delay your shipment, or if you decide not to use the mover, you should promptly cancel the order. If you cancel your shipment more than three days after signing the order for service, you mover may charge you a penalty.

The order for service provides you with written confirmation of the services you have requested to be performed in conjunction with your shipment. This document lists the agreed dates for the pickup and delivery of your shipment, the amount of liability that you requested, along with any special services that you have ordered and a place and telephone number where the mover can contact you during the move.

The order for service also shows the charges that you may be assessed for your move. If you are moving under a non-binding estimate, the order for service will indicate the amount of the estimated non-binding charges, the method of payment for the charges, and additional charges that may occur prior to loading.

If you are moving under a binding estimate, the order for service will show the charges that you will be required to pay and the terms of payment. You and your mover must both sign the order for service.

If you or your mover changes any agreed upon dates for pickup or delivery of your shipment, or agree to any change in the non-binding estimate, your mover must prepare a written change to the order for service. The written change must be attached to the order for service.

## Inventory

Your mover must prepare an inventory of your shipment. This is usually done at the time the mover loads your shipment. The mover is required to list any damage

or unusual wear to any items. The purpose is to make a record of the existence and condition of each item before it is moved.

After completing the inventory, both you and the mover must sign each page of the inventory. It is important that before signing you make sure the inventory lists every item in your shipment and that entries regarding the condition of each item are correct. You have the right to note any disagreement. When your shipment is delivered, if an item is missing or damaged, your ability to recover from the mover for any loss or damage may depend on the notations made on this form.

The mover will give you a copy of each page of the inventory. Attach the complete inventory to your copy of the bill of lading. It is your receipt for the shipment.

At the time your shipment is delivered, it is your responsibility to check the items delivered against the items listed on your inventory. If new damage is discovered, make a record of it on the inventory form. Call the damage to the attention of the mover and request that a record of the damage is made on the mover's copy of the inventory.

After the complete shipment is unloaded, the mover will request that you sign the mover's copy of the inventory to show that you received the items listed. Do not sign until you have assured yourself that it is accurate and that proper notations have been entered regarding any missing or damaged items. Movers are prohibited from having you sign documents that release the mover from all liability for loss or damage to the shipment in exchange for delivery.

## Bill of Lading

Your mover is required by law to prepare a bill of lading for your shipment. The bill of lading is the contract between you and the mover for the transportation of your shipment. The information on a bill of lading is required to be the same information shown on the order for service. The driver who loads your shipment must give you a copy of the bill of lading before or at the time of loading your shipment. The bill of lading is an important document: do not lose or misplace your copy. Have it available until your shipment is delivered, all charges are paid, and all claims, if any, are settled.

**IT IS YOUR RESPONSIBILITY**
**TO READ THE BILL OF LADING**
**BEFORE YOU ACCEPT IT**

The bill of lading requires the mover to provide the service you requested and requires you to pay the charges for the service. It is your responsibility to understand the bill of

lading before you sign it. If you do not agree with something on the bill of lading, do not sign it until you are satisfied it is correct.

The bill of lading serves to identify the mover and specifies when the transportation is to be performed. Be sure that the portions of the bill of lading that note the dates when pickup and delivery are to be performed are completed and that you agree with the dates. It also specifies the terms and conditions for payment of the total charges and the maximum amount required to be paid at the time of delivery for shipments moving under a binding estimate. In the case of shipments moving under non-binding estimates, the bill of lading will not include a final calculation of charges because that cannot be determined until the shipment is weighed. However, the bill of lading must contain all relevant shipment information – except the shipment weight that will be determined after the shipment has been weighed and any unforeseen charges that occur in transit.

The bill of lading must include the following 14 elements.

1. Your mover's name and address, or the name and address of the mover issuing the bill of lading.
2. The names and addresses of any other mover, when known, who will participate in the transportation of your shipment.
3. The name, address, and telephone number of the office where you can contact the mover for matters relating to the transportation of the shipment.
4. The form of payment your mover will accept at delivery. The payment information must be the same as entered on the estimate and order for service.
5. When your mover transports your shipment under a collect-on-delivery basis, your name, address, and telephone number must be listed so the mover can notify you about the charges.
6. For non-guaranteed service, the agreed-upon dates or period of time for pickup and delivery of the shipment.
7. For guaranteed service, the dates for pickup and delivery and any penalty or per diem entitlements due you under the agreement.
8. The actual date of pickup.
9. The identification number(s) of the vehicles(s) in which your mover loads your shipment.
10. The terms and conditions for payment of the total charges including notice of any minimum charges.

11. The maximum amount your mover will demand from you, based on the mover's estimate, at the time of delivery for you to obtain possession of your shipment, when your mover transports under a collect-on-delivery basis.
12. Evidence of any insurance coverage sold to or procured for you from an independent insurer, including the amount of the premium for such insurance.
13. Each attachment to the bill of lading. Each attachment is an integral part of the bill of lading contract. If not provided to you elsewhere by the mover, the following three items must be added as an attachment:
    a. The binding or non-binding estimate
    b. The order for service
    c. The inventory
14. The two options for liability of which you will select either: Option 1) Full (Replacement) Value Protection or Option 2) Waiver of Full (Replacement) Value Protection.

The copy of the bill of lading must accompany your shipment at all times while in the possession of your mover or its agent(s). When your mover loads the shipment, the bill of lading must be in the possession of the driver responsible for the shipment.

## Freight Bill

At the time of payment of transportation charges, your mover must give you a freight bill identifying the service provided and the charge for each service. It is customary for most movers to use a copy of the bill of lading as a freight bill.

Except in those instances where a shipment is moving on a binding estimate, the freight bill must specifically identify each service performed, the rate or charge per service performed, and the total charges for each service. If this information is not on the freight bill, do not accept or pay the freight bill.

Your mover must deliver your shipment upon payment of 100 percent of a binding estimate or 110 percent of a non-binding estimate, plus the full cost of any additional services that you required after the contract was executed and any charges for impracticable operation, not to exceed 15 percent of all other charges due at delivery. If you do not pay the transportation charges due at the time of delivery, your mover has the right, under the bill of lading, to refuse to deliver your shipment. The mover may place your shipment in storage, at your expense, until the charges are paid.

On shipments paid in advance, your mover must present its freight bill for all transportation charges within 15 days of the date your mover delivered the shipment. This period excludes Saturdays, Sundays, and Federal holidays.

On shipments paid upon delivery, your mover must present its freight bill for all transportation charges on the date of delivery, or, at its discretion, within 15 days calculated from the date the shipment was delivered at your destination. This period excludes Saturdays, Sundays, and Federal holidays. Bills for additional charges based on the weight of the shipment will be presented after 30 days from delivery; charges for impracticable operations not paid at delivery are due within 30 days of the invoice.

Your mover's freight bills and accompanying written notices must state the following five items:

1. Penalties for late payment
2. The period of time for any credit extended
3. Service or finance charges
4. Collection expense charges
5. Any applicable discount terms

## Weight Tickets

Your mover must obtain weight tickets if your shipment is moving under a non-binding estimate. Each time your shipment is weighed, a separate weight ticket must be obtained and signed by the weigh master. If both weighings are performed on the same scale, one weight ticket may be used to record both weighings. The weight tickets must be presented with the freight bill. Each weight ticket must contain the following six items:

1. The complete name and location of the scale.
2. The date of each weighing.
3. The identification of the weight entries as being the tare, gross, or net weights.
4. The company or mover identification of the vehicle.
5. The last name of the individual shipper as it appears on the bill of lading.
6. The mover's shipment registration or bill of lading number.

Additional information regarding weighing shipments is located later in this booklet.

## Collection of Charges

Your mover must issue you an honest and truthful freight or expense bill for each shipment transported. When your shipment is delivered you will be expected to pay either: 1) 100 percent of the charges on your binding estimate, or 2) 110 percent of the charges on your non-binding estimate. You will also be requested to pay the charges for any services that you requested (for example, waiting time, an extra pickup or delivery, storage) after the contract with your mover was executed that were not included in the estimate, and any charges for services performed in conjunction with impracticable operations, not to exceed 15 percent of all other charges due at delivery. Your mover will bill you after your shipment is delivered for any remaining services.

You should verify in advance what method of payment your mover will accept. Your mover must note in writing on the order for service and the bill of lading the forms of payment they accept at delivery. Do not assume your mover will accept payment by credit card unless it is clearly indicated on the order for service and bill of lading.

If you do not pay the charges due at the time of delivery the mover has the right to refuse to deliver your shipment and to place it into storage at your expense until the charges are paid. The regulations provide that when your mover arrives at the destination, the mover may collect the charges due before the shipment is unloaded from the truck.

If your shipment is transported by two or more trucks, the mover may require payment for each portion as it is delivered. You mover may delay the collection of all the charges until the entire shipment is delivered, at its discretion. When you order your move, you should ask the mover about this policy.

Your mover can only collect the charges on the percentage of the shipment that was successfully delivered. For example if you receive a binding estimate of $1,000 to move 1,000 pounds of your goods and 50 percent of that shipment is lost, then the mover can only collect 50 percent of the estimate or $500. If the estimate is non-binding then only 50 percent of the actual charges, not to exceed 110 percent of the estimate can be collected which would be $550.

Your mover is forbidden from collecting, or requiring you to pay, any freight charges (including any charges for accessorial or terminal services) when your shipment is totally lost or destroyed in transit, unless the loss or destruction was due to an act or omission by you.

# Transportation of your Shipment

## Pickup and Delivery

Before you move, be sure to reach an agreement with your mover on the dates for pickup and delivery of your shipment. It is your responsibility to determine on what date your shipment will be picked up and the date or timeframe you require delivery. Once an agreement is reached, your mover must enter those dates upon the order for service and the bill of lading. Upon loading your shipment, your mover is contractually bound to provide the service described in the bill of lading.

The mover might use the term "delivery spread" as the timeframe in which you can expect your shipment to be delivered. This means that your shipment could arrive anytime during the delivery spread. The mover will usually give you a 24-hour advance notice of when it plans to arrive with your shipment. At that time, you must be available to accept delivery or your shipment could be placed in storage at your expense.

When you and the mover agree to a delivery date, or to a range of dates, it is your responsibility to be available to accept delivery on any of those dates. The same applies when you and the mover agree to alternate delivery dates.

Do not agree to have your shipment picked up or delivered "as soon as possible." The dates or periods you and your mover agree upon should be definite.

If you request the mover to change the dates for your shipment, most movers will agree to do so providing that the change will not result in unreasonable delay to their equipment or interfere with another customer's move. However, the mover is not required to change the dates and can place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the agreed dates.

The only reason your mover would be excused from providing a service as described in the bill of lading is because of "force majeure." This is a legal term which means an unforeseen change of circumstances beyond the control of the mover. For example, if there were a major snow storm that prevented your mover from servicing your shipment as outlined in the bill of lading, your mover would not be responsible for damages resulting from its nonperformance.

If your mover fails to pickup or deliver your shipment on the agreed date or during the delivery spread, and you have expenses that you otherwise would not have, you may be able to recover these expenses from the mover through a delay of shipment claim.

Ask your mover before you move what payment or other arrangements you can expect if your shipment is delayed through the fault of the mover.

Your mover must transport your household goods in a timely manner. This is also known as "reasonable dispatch service." If you have arranged for a guaranteed delivery date, the terms of that agreement with your mover apply.

When your mover is unable to meet either the pickup or delivery dates or provide service during the periods of time specified in the bill of lading, your mover must notify you of the delay at the mover's expense. The mover must advise you of the dates or periods of time it may be able to pickup and/or deliver your shipment. Your mover must provide this information in writing.

## Early Delivery

If you are unable to accept delivery before the first day of the delivery spread, then your mover may place your shipment in storage in a warehouse located in proximity to the destination. If your mover exercises this option, your mover must immediately notify you of the name and address of the warehouse where your mover places your shipment. Your mover has full responsibility for the charges for re-delivery, handling, and storage until it makes the final delivery.

## Storage in Transit

You may request your mover to store your household goods before delivering them. Your mover must notify you in writing or in person at least ten days before the expiration date of:

1. The specified period of time when your mover is to hold your shipment in storage.
2. The maximum period of time provided in its tariff for storage-in-transit.

If your mover holds your household goods in storage-in-transit for less than ten days, your mover must notify you, one day before the storage-in-transit period expires of the same information specified above.

When the storage period is about to expire, your mover must notify you in writing about the following four items:

1. The date when storage-in-transit will covert to permanent storage.
2. The existence of a nine-month period after the date of conversion to permanent storage, during which you may file claims against your mover for loss or damage occurring to your goods while in transit or during the storage-in-transit period.
3. When your mover's liability will end for loss and damage.
4. When your shipment will become subject to the rules, regulations, and charges of the management of the storage facility.

## Weighing Shipments

If your mover transports your household goods on a non-binding estimate, your mover must determine the actual weight of your shipment on a certified scale in order to calculate its lawful tariff charge. If your mover provided a binding estimate, the weight of the shipment will not affect the charges you will pay, so there is no requirement to weigh shipments moving under binding estimates.

Most movers have a minimum weight charge for transporting a shipment. If your shipment appears to weigh less than the mover's minimum weight, your mover must state the minimum cost on the order for service. Should your mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, your mover must base your final charges upon the actual weight, not upon the minimum weight.

Usually, your shipment will be weighed in the city or local area where the shipment originates. The driver has the truck weighed before coming to your residence and then has it weighed again after your shipment has been loaded. The difference in these two weights is the weight of your shipment.

The mover may also weigh your shipment at destination when the shipment is delivered. The driver will have the truck weighed with your shipment on board and then weighed a second time after your shipment has been unloaded. Each time a weighing is performed, the driver is required to obtain an official weight ticket signed by the weigh master of a certified scale and a copy of the weight tickets must accompany your copy of the bill of lading. Shipments of less than 3,000 pounds may be weighed on a certified warehouse scale.

You have the right, and your mover must inform you of your right, to observe all weighing of your shipment. Your mover must tell you where and when each weighing will occur. Your mover must give you a reasonable opportunity to be present to observe the weighing. You may waive your right to observe weighing; however, you must waive that right in writing.

If your shipment is weighed at origin and you believe that the weight may not be accurate, you have the right to request that the shipment be reweighed before it is unloaded. The mover is not permitted to charge you for the reweighing, but the final charges due will be based on the reweigh weight, even if it is more than the initial weight.

If you request notification of the actual weight and charges of your shipment, your mover must comply with your request if it is moving your household goods on a collect-on-delivery basis. This requirement is conditioned upon you supplying your mover with contact information.

You must receive the mover's notification at least 24-hours before the scheduled delivery, excluding Saturdays, Sundays, and Federal holidays.

Your mover may disregard this 24-hour notification requirement on shipments subject to one of the following three situations:

1. When your mover weighs your shipment at destination.
2. When pickup and delivery encompasses two consecutive weekdays, if you agree.
3. When the maximum payment at time of delivery is 110 percent of the estimated charges, if you agree.

## Resolving Disputes with your Mover

The FMCSA maintains regulations to govern the processing of loss and damage claims, however, we cannot resolve these claims on your behalf. If you cannot reach a settlement with your mover, you have the right to request arbitration from your mover. All movers are required to participate in an arbitration program and your mover is required to provide you with a summary of its arbitration program before you sign an order for service.

Arbitration gives you the opportunity to settle loss or damage claims and certain types of disputed charges through a neutral arbitrator. You may find submitting your claim to arbitration is a less expensive and more convenient way to seek recovery of your

claim than filing suit in court. Arbitration is not mandatory for you but it may be for your mover. If you request arbitration for a claim for $10,000 or less, the mover must agree to arbitration and the arbitrator's decision is binding on the parties. However, the mover is not required to agree to arbitration if the claim exceeds $10,000. If the mover does agree, the arbitrator's decision will be binding on both you and the mover.

You may choose to pursue a civil action in an appropriate court having legal jurisdiction in lieu of arbitration. Legal action may be initiated by filing a claim in your State and serving papers on the mover's process agent in that State. You may obtain the mover's process agent information in your State by contacting FMCSA at (866) 637-0635. You may also obtain the name of a process agent via the internet by following the instructions below.

1. Go to *http://li-public.fmcsa.dot.gov*
2. Scroll to the bottom of the page and click on CONTINUE
3. At the top of the screen click on CHOOSE MENU OPTION, for the drop down box and select CARRIER SEARCH, then press GO
4. Type in the USDOT or MC number for the carrier
5. Click on HTML
6. Scroll to the bottom of the page, see BLANKET COMPANY, and click on the link.
7. You will see a list of process agents by State, locate the process agent for your State.

**The FMCSA cannot settle your dispute with your mover.**

You must resolve your own loss and damage and/or moving charge disputes with your mover. You entered into a contractual agreement with you mover. Therefore, you are bound by each of the following three terms and conditions:

1. The terms and conditions you negotiated before your move.
2. The terms and conditions you accepted when you signed the bill of lading.
3. The terms and conditions you accepted when you signed for delivery of your shipment.

You have the right to take your mover to court or request arbitration from your mover to settle a dispute.

If your mover refuses to deliver your shipment unless you pay an amount the mover is not entitled to charge – contact FMCSA immediately at (888) 368-7238.

# Important Points to Remember

1. Movers must give written estimates. The estimates may be either binding or non-binding. Non-binding estimates are "approximations" only and the actual transportation charges you are eventually required to pay may be higher than the estimated price.
2. **Do not sign blank or incomplete documents.** Verify the document is complete before you sign. The only information that might not appear in your moving paperwork is: the actual weight of your shipment, in the case of a non-binding estimate, and unforeseen charges that occur in transit.
3. Be sure you understand the mover's responsibility for loss or damage, and request an explanation of the difference between valuation and actual insurance.
4. Understand the type of liability you sign for. Ask yourself if 60 cents per pound is enough coverage for your household goods or whether you need to purchase additional valuation.
5. Notify your mover if you have high value items. High value items are valued at more than $100 per pound per item.
6. You have the right to be present each time your shipment is weighed. You also have the right to request a reweigh at no charge.
7. Confirm with your mover the types of payment acceptable when your shipment is delivered.
8. Consider requesting arbitration to settle disputed claims with your mover.
9. You should know if the company you are dealing with is a household goods motor carrier (mover) or household goods broker, and if they are registered with FMCSA. Go to *www.protectyourmove.gov* for this information.
10. **Do not sign** the delivery receipt if it contains any language releasing or discharging your mover or its agents from liability. Strike out such language before signing, or refuse delivery if the mover refuses to provide a proper delivery receipt.

# Definitions used in this Booklet

**Accessorial (additional) services –** These are services other than line-haul transportation, such as packing, unpacking, appliance servicing, or piano carrying that you request to be performed or are necessary because of landlord requirements or other special circumstances. Charges for these services may be in addition to the line-haul charges.

**Advanced Charges –** Charges for services performed by someone other than the mover. A professional, craftsman, or other third party may perform these services at your request. The mover pays for these services and adds the charges to your bill of lading.

**Agent –** A local moving company authorized to act on behalf of a larger national company.

**Appliance Service by Third Party –** The preparation of major electrical appliances to make them safe for transportation. Charges for these services may be in addition to the line-haul charges.

**Bill of Lading –** The receipt for your shipment and the contract for its transportation.

**Broker –** A company that arranges for the transportation of household goods by a registered moving company.

**Carrier –** The mover transporting your household goods.

**Cash on Delivery (COD) –** This means payment is required at the time of delivery at the destination residence (or warehouse).

**Certified Scale –** Any scale designed for weighing motor vehicles, including trailers or semitrailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority. A certified scale may also be a platform or warehouse type scale that is properly inspected and certified.

**Commercial Zone –** A commercial zone is roughly equivalent to the local metropolitan area of a city or town. Moves that cross state lines within these zones are exempt from FMCSA jurisdiction and, therefore, the moves are not subject to FMCSA regulations. For example, a move between Brooklyn, New York, and Hackensack, New Jersey, would be considered to be within the New York City commercial zone. Although it crossed states lines, this move would not be subject to FMCSA regulations.

**Estimate, Binding –** This is a written agreement made in advance with your mover. It guarantees the total cost of the move based upon the quantities and services shown on the estimate.

**Estimate, Non-Binding –** This is what your mover believes the cost will be, based upon the estimated weight of the shipment and the services requested. A non-binding estimate is not binding on the mover. The final charges will be based upon the actual weight of your shipment, the services provided, and the tariff provisions in effect.

**Expedited Service –** An agreement with the mover to perform transportation by a set date in exchange for an agreed upon additional charge.

**Flight Charge –** An additional charge for carrying items up or down flights of stairs. Charges for these services may be in addition to the line-haul charges.

**Guaranteed Pickup and/or Delivery Service –** An additional level of service featuring guaranteed dates of service. Your mover will provide reimbursement to you for delays. This service may be subject to minimum weight requirements.

**High-Value Article –** These are items valued at more than $100 per pound.

**Household Goods –** As used in connection with transportation, household goods are the personal effects or property used, or to be used, in a dwelling, when part of the equipment or supplies of the dwelling belong to an individual shipper. Transporting of the household goods must be arranged for and paid by you or another individual on your behalf.

**Household Goods Motor Carrier –** A motor carrier that, in the normal course of its business of providing transportation of household goods, offers some or all of the following additional services: (1) Binding and Non-binding estimates, (2) Inventorying, (3) Protective packing and unpacking of individual items at personal residences, and (4) Loading and unloading at personal residences. The term does not include a motor carrier when the motor carrier provides transportation of household goods in containers or trailers that are entirely loaded and unloaded by an individual (other than an employee or agent of the motor carrier).

**Individual Shipper –** Any person who:

1. Is the shipper, consignor, or consignee of a household goods shipment;
2. Is identified as the shipper, consignor, or consignee on the face of the bill of lading;
3. Owns the household goods being transported; and
4. Pays his or her own tariff transportation charges.

**Impracticable Operations –** Conditions which make it physically impossible for the mover to perform pickup or delivery with its normally assigned road-haul equipment so that the mover is required to use specialized equipment and/or additional labor to complete pickup or delivery of your shipment. A mover may require payment of additional charges for services required due to impracticable operations, even if you do not request these services. The specific services considered to be impracticable operations by your mover are defined in your mover's tariff.

**Inventory –** The detailed list of your household goods showing the number and condition of each item.

**Line-Haul Charges –** The charges for the transportation portion of your move. There may be additional charges that apply for accessorial services, such as climbing stairs, using elevators, storage or other charges.

**Long Carry –** A charge for carrying articles excessive distances between the mover's vehicle and your residence. Charges for these services may be in addition to the line-haul charges.

**May –** An option. You or your mover can do something, but it is not a requirement.

**Mover –** A household goods motor carrier and its household goods agents.

**Must –** A legal or regulatory obligation. You or your mover are required do something.

**Order for Service –** The document authorizing the mover to provide all of the services described in your mover's estimate.

**Order (Bill of Lading) Number –** The number used to identify and track your shipment.

**Peak Season Rates –** Higher line-haul charges that may be applicable during busy moving season (usually between May and September.)

**Pickup and Delivery Charges –** Separate transportation charges applicable for transporting your shipment between the storage-in-transit warehouse and your residence.

**Reasonable dispatch –** The performance of transportation on the dates, or during the period of time, agreed upon by you and your mover as shown on the Order for Service and/or the Bill of Lading. The term "reasonable dispatch" excludes transportation provided under your mover's tariff provisions requiring guaranteed service dates.

**Shipment –** Your personal property (household goods) that is being transported from your origin address to your destination address.

**Should –** A recommendation. We recommend you or your mover do something, but it is not a requirement.

**Storage-In-Transit (SIT) –** The temporary warehouse storage of your shipment, pending further transportation, with or without notification to you.

**SurfaceTransportation Board –** The federal agency that regulates household goods mover tariffs, among other responsibilities. The Surface Transportation Board's address is: 395 E Street, SW, Washington, DC 20423-0001, telephone (202) 245-0245, and website *www.stb.dot.gov*.

**Tariff –** A document, issued by the mover, containing rates, rules, regulations, classifications, or other provisions. The Surface Transportation Board requires that a tariff contain three specific items. First it must contain an accurate description of the services the mover offers to the public. Second, it must contain the specific applicable rates (or the basis for calculating the specific applicable rates) and service terms for services offered to the public. Third, the mover's tariff must be arranged in a way that allows you to determine the exact rate(s) and service terms applicable to your shipment.

**Valuation –** The monetary value that you declare for your shipment. This is the maximum amount that your mover is liable for in the event of loss or damage to your shipment.

**Warehouse Handling Charge –** The charge that may be applicable each time SIT service is provided. Charges for these services may be in addition to the line-haul charges.

**We, Us, and Our –** The Federal Motor Carrier Safety Administration (FMCSA).

**You and Your –** You are an individual shipper of household goods. You are a consignor or consignee of a household goods shipment and your mover identifies you as such in the bill of lading contract. You own the shipment being transported and pay the transportation charge.

You may find other terms used in this booklet defined by Federal statute, 49 U.S.C. § 13102 or Federal regulation, 49 CFR part 375. This statute controls the definitions in this booklet. Terms in this booklet that are not defined in the statute or regulations will have the ordinary practical meaning.

FMCSA
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