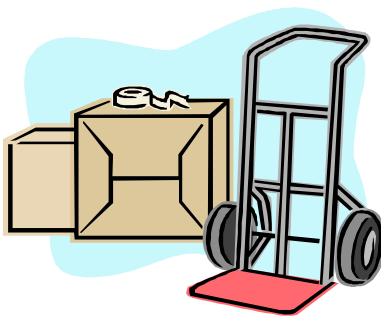


# **CONSUMER HANDBOOK**

## **A Practical Guide To Interstate Moving**

# **Make a Smart Move**



Furnished by the Professional Movers of the



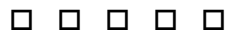
On the Internet at - [WWW.MOVING.ORG](http://WWW.MOVING.ORG)

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# Make a **SMART MOVE**

*Moving your household possessions and relocating to a new home is one of the most important activities that you will undertake. That's why it's important for you as a consumer to become familiar with the professional moving and storage industry and to better understand your rights and responsibilities when you move.*

*This article will help you to understand the moving and storage industry, the moving process and what is expected of both you and your mover during your move. Plus, this information will help you select your mover and avoid problems during the course of your move.*



The professional moving industry is organized differently for different types of moves and it will help you to have a better move if you understand the differences. First, there are important differences between local moves (called “intrastate” moves because your shipment does not cross state lines or enter into interstate commerce), long-distance moves (called “interstate” moves because your shipment crosses at least one state line and enters into interstate commerce that is regulated by agencies within the US Department of Transportation) and international moves (between the US and another country in foreign commerce regulated by the Federal Maritime Commission).

Local or intrastate moves are regulated (or not) by the state in which the move occurs. About thirty states have various degrees of regulation (some more than others) and the rest are unregulated. Check with your state Attorney General's office to see if you live in a regulated state and which office in your state oversees movers. You can also find a list of state moving associations and state regulatory agencies on the [www.protectyourmove.gov](http://www.protectyourmove.gov) Web site that is maintained by the Federal Motor Carrier Safety Administration.

Local (intrastate) moves are generally based on a per-hour cost for the personnel and the number of vehicles that the mover provides (up to a certain distance, with longer distances based on the weight of your shipment and the mileage it is transported). The level of liability that the mover will cover in the event of loss or damage is generally less than would apply for an interstate move. Charges for interstate moves are based on the weight of your shipment and the distance that you are moving and are usually subject to higher level of liability by your mover in the event of a claim. Charges for international moves are based on a combination of the land charges between your residence and the ports, the ocean transportation between the ports, and any additional customs, portage, or handling charges that may apply in the various countries transited. For more information on international shipments, you may wish to contact the Federal Maritime Commission at (202) 523-5807 or at the [complaints@fmc.gov](mailto:complaints@fmc.gov) Web site.

While most of the information provided in this article applies exclusively for interstate long-distance moves, you may find some of it to also be helpful if you are planning a local, intrastate or international move.

### **FIRST – CHOOSING A MOVER**

Moving companies provide a variety of services for a range of fees. It is a good idea to talk with different movers to compare their services. Ask your friends and neighbors about their experiences with the movers that they have used. After you have collected a few names of movers, check and see if they are members of any national or state moving associations (such as the American Moving and Storage Association). You should also check with any consumer organizations, such as the Better Business Bureau (BBB), in your local area.

AMSA does not recommend moving companies nor does it recommend one moving company over another. You can however obtain a list of the AMSA members in your area by using the Mover Referral Service on our Web site [www.moving.org](http://www.moving.org) or by contacting our Membership Department (703) 683-7410. The members of the AMSA have agreed to abide by the terms of their published tariffs (government imposed price lists), and they also participate in the federally mandated arbitration program under the guidelines of the US Department of Transportation.

*The AMSA is a national non-profit organization whose membership is comprised of over 3500 moving companies worldwide. AMSA acts as a clearinghouse for matters relating to consumer protection, information and arbitration. AMSA is not a governmental agency and we do not have the authority to order refunds or reimbursements for damage, force a settlement or provide legal service. However, we do remove movers from our membership that show a repeated pattern of consumer abuse. We provide a mover referral service and we certify certain of our members that have demonstrated a high level of customer commitment.*

*You can contact us at The American Moving and Storage Association, 1611 Duke Street, Alexandria, VA 22314. Our email address is [info@moving.org](mailto:info@moving.org) and our telephone number is (703) 683-7410.*

**Yellow Pages Ads** – Anyone can advertise in the Yellow Pages, it does not mean that they are licensed or insured – so, don't believe everything that you read. If a mover includes his license (DOT or ICC) number in his ad, check it out first. For interstate movers, you can find out this information from the Federal Motor Carrier Safety Administration (FMCSA) at their [www.protectyourmove.gov](http://www.protectyourmove.gov) Web site.

**The Internet** – Just like yellow pages advertising, when a mover or a broker has a Web site, it does not mean that the mover or broker is licensed or insured; it only means that they had enough money to pay for the site – so, don't believe everything that you read. If a mover includes its license (DOT or ICC) number in its ad, check it out first. For interstate movers, you can find out this information from the Federal Motor Carrier Safety Administration at their [www.protectyourmove.gov](http://www.protectyourmove.gov) Web site. Some movers even display the logo of the BBB or AMSA even though they are not members of those organizations – so check first. You can verify AMSA membership by contacting our Membership Department at 703-683-7410.

**Moving Brokers** – Most brokers (especially those that operate on the Internet) do not own trucks or warehouses like traditional movers. Instead, they operate by collecting a deposit or a fee from you and then arranging for your move to be handled by one of their affiliated movers.

Depending on the caliber of the broker, some of their affiliated movers may not be licensed. By law, brokers are required to provide their customers with their DOT Permit Number, a copy of the FMCSA's *Your Rights and Responsibilities When You Move* brochure, a list of movers that they are affiliated with and a clear statement advising that they are a broker of moving services and not a moving company. Think carefully about doing business with a broker who does not provide this information to you and who does not provide you with the identity of the mover that will be used to move your goods.

The deposit or fee that the broker collects will be based on their guess of how much you are going to move based on a telephone or Internet survey that you provide. (If the mover will not come to your home to survey your furnishings before preparing your estimate, be prepared for an unpleasant surprise when the final charge turns out to be much higher than the original estimate provided over the phone or the Internet.) Usually you will not have the same consumer protection when you use a broker as with a traditional moving company. Also, after the broker collects its deposit or fee, you may find it difficult to get them interested in helping you in the event of a claim or dispute with the mover that they have arranged for you.

**Referral Companies and Lead Agencies** – When you use an Internet-based referral company or lead agency, you will generally not be asked to pay a fee or deposit because their fee is generated from the mover who is provided with your lead or referral information. When the referral company recommends movers, check to make sure that the movers are licensed by the FMCSA, that they have a satisfactory rating with the Better Business Bureau ([www.bbb.org](http://www.bbb.org)) and that they are members of a recognized national association, such as the American Moving and Storage Association or a State moving association.

## ***SECOND – GETTING AN ESTIMATE***

Once you have compiled a list of movers, inform them of the destination and timing of your move. Ask them about the types of services they offer. Also, ask them to explain their estimates in detail and to give you a copy. If any company refuses to give you a written estimate, you should eliminate them from consideration. Then carefully compare to see which mover best suits your needs and budget.

The cost of your move will be based on the actual weight of your belongings and the distance they are shipped, plus the amount of packing and other services that you require. To help you anticipate the cost of your move, movers will give you an estimate of the price. Be sure to get written estimates from at least 3 different movers so that you can compare their services and prices.

You have the right to receive an estimate based on a physical (in-house) survey of your shipment. Under the regulations, your mover must base your estimate (either binding, non-binding, or not-to-exceed), on a physical survey of the household goods to be moved if the goods are located within a 50-mile radius of your mover's (or his agent's) place of business. You may elect to waive this requirement for a physical survey, but if you elect to do so, you must sign a written waiver of your rights.

In all likelihood, you will find that an on-site estimate based on a physical survey of the items that you plan on moving will be more accurate than an estimate that you provide to your mover over the telephone or the Internet. So, unless circumstances warrant (normally due to the time constraints of a short-notice move or because you are only shipping a few items) think carefully before you elect to waive the required physical survey of your shipment.

Also, if you are receiving a non-binding estimate, the charges that your mover assesses on your shipment must be based on the actual weight of the shipment. Your mover may not lawfully assess transportation charges on shipments with non-binding estimates on cubic feet, volume, time (hourly) or on any basis other than weight. Also, the federal regulations require that shipment weights must be determined on a state certified scale with a copy of the weigh master's tickets provided to you in support of the final invoice.

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 can 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. You have the right to observe each weighing if you wish. Each time a weighing is performed the driver is required to obtain an official weight ticket signed by the weigh master and a copy of the weight tickets must accompany your copy of the bill.

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. You have the right to observe the process each time your shipment is weighed. If you request a reweigh, you must waive your right to observe the reweigh in writing.

Not all shipments need to be weighed. If your shipment is moving under a binding estimate, there is no requirement to weigh your shipment. Also, small shipments under 3000 pounds can be weighed on a certified warehouse scale.

**REMEMBER** – Get more than one estimate and watch out for low-ball movers! *If a mover you are considering tells you that he can move you for an unrealistically low price compared to your other estimates – be careful. It could mean he will suddenly remember some extra charges once your shipment has been loaded on the truck, the doors have been padlocked and he is ready to drive off into the sunset with all of your worldly possessions. Or, if a mover you are considering refuses to provide you with an in-home estimate and tells you he can provide an accurate estimate over the phone without ever seeing your home and your furniture – you may want to choose another mover.*

Help the movers calculate the cost of your move by showing them every single item to be moved. Don't forget to go into the attic, basement, garage, shed, and closets and under beds. Reach a clear understanding about the amount of packing and other services needed. Anything omitted from the estimate but later included in the shipment will add to the cost of the move. Also, be sure to tell you mover about any conditions (narrow streets, steep hills, sharp turns, or other obstacles) that may prevent the use of his over-the-road tractor trailer at your origin or destination residence. If the mover's normal semi-trailer equipment can't make a safe approach to your residence to accommodate the loading and unloading of your shipment, an additional charge (called a "shuttle charge") may apply which compensates the mover for using a smaller vehicle to transfer your shipment between your residence and his semi-trailer.

Most movers offer two types of estimates – **non-binding and binding.**

**Non-binding estimates** are not bids or contracts. Instead, a non-binding estimate is an approximation of the cost based on the mover's survey of the items to be moved, with the final cost determined after the shipment is weighed and any additional services have been provided, including any services that may be required at destination. Since a non-binding estimate is based on the actual weight and actual services provided on your shipment (rather than the estimated weight) the price will usually be lower than a binding estimate. However, because your final charges will be based on the actual weight of your shipment and the services performed, when you receive a non-binding estimate there is no guarantee that the final cost will not be more than the estimate.

Under a non-binding estimate, the mover cannot require you to pay, at the time your shipment is delivered, more than the amount of the estimate *plus 10 percent* (or 110% of the estimate amount) *plus the charges for any additional services* that you requested after you signed the estimate. The mover will invoice you for any remaining charges with payment due within 30 days of your mover's invoice.

For example, if you received a non-binding estimate based on the estimated weight of your shipment from your mover for \$5,000, you would be required to pay no more than 110% of this amount (or \$5,500) at delivery for the services and quantities listed on your estimate if the actual weight was more. When this happens (your shipment weighs more than the estimated amount), your mover will invoice you for the additional amount after your shipment has been delivered.

In the event that shuttle service is required, your mover may also collect for the shuttle charges at delivery - provided that the shuttle charges collected at delivery do not exceed fifteen (15%) percent of the total charges due at delivery. Your mover will invoice you for any remaining charges after delivery.

Many movers also provide **binding estimates**. A binding estimate means that you are obligated to pay the price set forth in the binding estimate even if the shipment weighs more than or less than the estimated amount.

All binding estimates cover only the goods and services listed on the estimate. If you add items or request additional services, the mover may revise the original estimate before your shipment is loaded or, *if you request additional services after your shipment is in transit, your mover will bill you for these added services when your shipment is delivered.*

In addition, all movers reserve the right to charge for services necessary to accomplish delivery, even if those services are not requested by the shipper. For example, additional charges will apply if you are not prepared to accept delivery and the shipment is placed in storage, or if a smaller (shuttle) truck must be used to accomplish delivery because your new home is located on a narrow street, up a steep hill, or in some other type of location that cannot be safely reached by a over-the-road tractor trailer.

Another type of binding estimate used by many movers is the **Not-To-Exceed Estimate**. This type of estimate is called various things by various movers, such as Guaranteed Price or Price Protection, but the end result is the same --- an estimate based on a binding estimate **or** on actual cost, **whichever is lower**. Like a binding estimate, a not-to-exceed estimate must be provided to you in writing and is binding on the carrier.

Not-to-Exceed estimates differ though in that the binding estimate amount becomes the maximum amount that you will be obligated to pay for the services listed on the estimate. This maximum amount alternates with the applicable tariff charges based on the actual weight of the shipment, with the customer paying the lesser of the two amounts. When you accept a not-to-exceed estimate, the move is performed at actual weight based on the tariff rate levels, with the binding estimate representing the maximum charge that you will have to pay.

For example, if you receive a not-to-exceed estimate for \$7700 for your shipment, but the actual charges total \$7200 after the shipment was weighed, you would pay the lower \$7200 amount for your move. If, on the other hand, the actual charges total \$8200 after your shipment was weighed, you would only pay the \$7700 not-to-exceed amount for your move.

**Deposits** – Professional movers generally don't require a deposit before moving you, and if they do it is generally just a small "good faith" deposit. However, some scam movers or Internet brokers frequently require a large deposit. So, if a mover you are considering requires you to pay a big deposit to "hold your dates" or to insure "prompt service" you may want to choose another mover. Also, the FMCSA consumer regulations do not allow movers to require you to pay for your move before it takes place; instead, payment is due at delivery, when the truck arrives at your new home. (The FMCSA's rules are designed to protect you and to insure that you receive your shipment in a timely manner. If you have paid for your move "up-front" through a large deposit, the mover may have less incentive to deliver your shipment on time and free from unexpected problems.)

For more information on payments, including the use of credit cards, refer to the section "Paying the Mover" that is provided below.

### ***THIRD – PLACING A VALUE ON YOUR SHIPMENT***

**All moving companies are required to assume liability for the value of the goods that they transport.** However, there are two different levels of liability that apply and you should be aware of the charges that apply and the amount of protection provided by each level. The two different levels of liability that movers are required to provide are explained below and in the *Your Rights and Responsibilities When You Move* brochure that your mover will provide to you. Be sure to read this information carefully and follow the instructions provided to declare a value on your shipment.

**FULL (REPLACEMENT) VALUE PROTECTION.** This is the most comprehensive plan available for the protection of your goods. **Unless you select the Alternative Level of Liability described below,** your shipment will be transported under your mover's **FULL (REPLACEMENT) VALUE** level of liability. 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. An additional charge applies for this service; to avoid this additional charge, you must select the alternative level of liability described below.

The exact cost for full value protection may vary by mover and may be further subject to various deductible levels of liability that may reduce your cost. Ask your mover for the details of their specific plan.

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.

**ALTERNATIVE LEVEL OF LIABILITY - Released Value of 60 Cents Per Pound Per Article.** This is the most economical protection available; however, this no-cost option provides only minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound, per article. Loss or damage claims are settled based on the pound weight of the article multiplied by 60 cents. For example, if a 10-pound stereo component, valued at \$1000 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. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it. If you do not select this alternative level of liability, your shipment will be transported at the full (replacement) value level of liability and you will be assessed the applicable valuation charge.

**These two levels of liability are not insurance agreements** that are governed by state insurance laws, but instead are contractual tariff levels of liability authorized under Released Rates Orders of the Surface Transportation Board of the US Department of Transportation.

Some movers may also offer to sell, or procure for you, separate added liability insurance if you release your shipment for transportation at a value of 60 cents per pound per article (the Alternative Level of Liability). This is not valuation coverage governed by Federal law, but optional insurance that is regulated under state law. If you purchase this separate coverage, in the event of loss or damage which is the responsibility of the mover, the mover is liable only for an amount not exceeding 60 cents per pound per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance and the cost. If you purchase this separate liability insurance from or through your mover, be sure to get a copy of the policy or other document at the time of purchase.

### ***PRE-MOVE INFORMATION YOU WILL NEED***

If you are moving interstate, you should read and understand all of the information you will receive. In addition to brochures explaining their various services, moving companies are required to give you a copy of two (2) consumer booklets – one entitled “***Ready To Move***” and the second entitled “***Your Rights and Responsibilities When You Move***” and information regarding the mover's participation in a Dispute Settlement (Arbitration) Program. Distribution of the consumer booklets and the requirement that movers must offer shippers neutral arbitration as a means of settling certain types of disputes that may arise on household goods shipments are requirements of the Federal Motor Carrier Safety Administration (FMCSA), an agency of the US Department of Transportation.

You should also check out the information available on the FMCSA's [www.protectyourmove.gov](http://www.protectyourmove.gov) Web site and on the AMSA's Web site [www.moving.org](http://www.moving.org).

Your mover should also provide you with a written description of their customer complaint and inquiry handling procedures, including a telephone number that you may use to communicate with your mover, accompanied by a clear statement of who shall pay for such calls.

Before you move, be sure to reach an agreement with your mover on the dates when your shipment is to be picked up and delivered. Do not agree to have your shipment picked up or delivered “as soon as possible” or on any other vague terms. Be sure that the pickup and delivery dates are included in the information entered on the order for service and the bill of lading.

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.

If the mover fails to pickup and deliver your shipment on the agreed dates and you have expenses that you otherwise would not have experienced, you may be able to recover these expenses from the mover through what is termed a claim of inconvenience or delay. Ask your mover before you move what payment or other arrangements you can expect if your shipment is unduly delayed through the fault of the mover.

When it is critical that the move be performed on specific dates (to meet landlord requirements, real estate closing dates or job or school-related dates), you may want to select a service option offered by many movers called Guaranteed Pickup and Delivery Service.

Under this option, you enter into an agreement with your mover that provides for the shipment to be picked up and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined daily rate or to be reimbursed for a portion of your documented expenses, as provided for in the agreement. Typical agreements provide for a daily reimbursement of \$125.00 or for a percentage of documented out-of-pocket expenses.

### ***THE MOVING PROCESS AND THE PAPERWORK***

It is important to try to make arrangements for your move well in advance, at least four to six weeks before the moving date. When you choose your mover, be sure you understand:

- The rates and charges that will apply; be sure to get a written estimate,
- How pickup and delivery will work and the dates the mover has committed to,
- What claims protection you have and the mover’s liability for your belongings, and
- How you can reach your mover during your move.

After carefully choosing your mover, there are a number of things that you can do that will help to reduce stress, anxiety and problems during your move.

After you have selected a mover and accepted their estimate, the next order of business is a document called an **Order for Service**. The order for service is a document required by the regulations that provides you with written confirmation of the requested services that your mover is to perform in conjunction with your move. The order for service must list the agreed dates for the pickup and delivery of your shipment, and the amount of valuation requested ("valuation" is explained further above), along with any special services that you have ordered, and a place and telephone number where you can contact your mover during the move.

The order for service must also show the charges that will be assessed for your move. If the shipment is moving under a non-binding estimate, the order for service must indicate the amount of the estimated non-binding charges, the method of payment for the charges and in case the actual charges exceed the non-binding estimate, the maximum amount that you will be required to pay at the time of delivery to obtain possession of your shipment (your mover will invoice you for the balance of the charges due). If the shipment is moving under a binding estimate, the order for service must show the charges that you will be required to pay at delivery, based on the binding estimate, and the terms of payment.

**PLAN AHEAD:** Summer time is the busiest time of the year for movers. In addition, the beginning and end of each month are traditionally busier than mid-month, regardless of the season. If you are planning to move during one of these times, plan well in advance so your mover's schedule can accommodate your requirements.

If you have the flexibility, try not to move during the summer months or at the end of the month. Most movers charge higher rates for moves made during these time periods. Try to move during the middle of the month. (The first and last days of each month are always a mover's busiest times.)

**PACKING:** Proper packing by a trained packer using specially designed cartons and material is crucial to a good move. Schedule packing with the mover a day or two before the moving van is loaded. If you are packing yourself, it is never too soon to start. While packing yourself can save money, movers will not usually accept liability for damage to items that you have packed yourself. Some of your appliances may require servicing prior to the move. Your mover can schedule these services for you.

*Even though your boxes will be marked with inventory stickers, write your name in conspicuous letters on the side and top of each box. It will make it easier to identify your articles as they come off the truck. And, mark the boxes that contain fragile articles with a big "X". That way you'll know which boxes to check first for possible damage when they're delivered.*

Your mover is responsible for the loss of or damage to any carton he takes possession of, regardless of who packs the carton. If you experience loss or damage to the contents of a carton that your mover packed, file a claim with your mover and be sure to keep the damaged articles and the packing carton and packing material for inspection by the mover.

However, if you pack your own cartons, (termed “PBO” or “packed by owner” in the moving industry) your mover is only responsible for damage to the contents of such cartons if there is external damage to the carton itself, which, in turn, causes damage to the contents. Also, your mover has the right to refuse a carton that you have packed (or, if you agree, to re-pack the carton at your expense) if he feels that it was packed improperly or it is was over-packed and weighs too much for the carton to properly hold the items and be safely transported.

**PLANNING YOUR MOVING DAY.** Your mover may ask you to select several consecutive days during which your goods can be loaded and a second series of dates during which your goods can be delivered to your new home. A spread of days gives you and your mover the flexibility needed to keep your move on schedule. Remember that summer months are the busiest, and your move may cost more during the summer season.

**MOVING DAY:** Be on hand when the movers arrive. Discuss the delivery arrangements fully with your mover. Have beds stripped and ready to be packed. Save your energy - let the moving crew disassemble goods and reassemble them at destination. **Read the bill of lading before you sign it and keep a copy after you sign it.** Finally, tell your mover how to reach you at your destination.

*Advise the mover where you can be reached while in transit to your new home. This will ensure that, if any type of problem occurs, the mover will be able to contact you.*

Before the mover begins to load your shipment (generally, the driver will do this when he surveys the shipment before beginning to load the truck), the mover must prepare a written **Descriptive Inventory** of the shipment. The inventory must identify every carton and every uncartoned item that is included in your shipment, and an identification number that corresponds to the inventory must be placed on each article in the shipment.

The mover must provide you with an opportunity to observe and verify the accuracy of the inventory. They must provide you with a copy of the inventory, signed by both you and the driver, at the time they load the shipment. When the shipment is delivered, your mover must provide you with the opportunity to observe and verify that the same articles are being delivered and to note the condition of the articles. Your mover must also provide you with the opportunity to note in writing any missing articles and the condition of any damaged or destroyed articles; you must be provided with a copy of any such notations.

Finally, your mover must also prepare a **Bill of Lading** for every shipment that they transport. The bill of lading serves as the receipt for the goods and the contract between you and your mover for the transportation of your shipment. As a general rule, the bill of lading is executed and signed on the day of the move after the shipment has been loaded and before the moving van leaves your residence. One copy should be given to you and a copy must accompany the shipment.

The bill of lading includes a valuation section (explained above) that indicates the “released value” of the goods being transported that, in turn, establishes the liability of your mover for your shipment in the event of loss or damage. (Some movers elect to include the valuation section on the order for service document instead of the bill of lading – the more common practice is to place the clause on the bill of lading – but either way is correct as long as the document clearly states the appropriate valuation selected by the shipper.)

The bill of lading serves to identify the mover and specifies when the transportation is to be performed. 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 non-binding estimate. Because the final charges cannot be determined until the shipment is weighed, the bill of lading that you receive from your mover, particularly in the case of shipments moving under non-binding estimates, will only be a partially complete copy of the bill of lading when the vehicle leaves your residence at origin. However, the partially complete 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 other information necessary to determine the final charges for all services that you perform.

**DELIVERY:** Generally, your belongings will be transported in a van along with those of other families that are moving in the same general direction. This helps to keep your costs down. Delivery is made on any of the several consecutive days agreed upon before the move began. Make sure the mover knows how to contact you to schedule your delivery. If you cannot be reached at destination, the mover may place your shipment in storage to avoid delaying the other shipments that are on-board his truck. This can mean additional charges for storage and handling. (More information on SIT is provided under the heading called “Storing Your Shipment.”)

This additional storage is called “storage-in-transit” or simply “SIT.” SIT charges are based on the amount of goods placed into storage and the length of time that the goods remain in storage. Also, since the goods will have to be re-loaded onto a different vehicle when they come out of storage, an additional charge also applies for the final delivery from the SIT facility to your residence.

**When the goods are unloaded at destination,** you will be asked to sign the driver’s copy of the inventory to show that the items listed were received. Be sure to check the goods before signing the form and assure that notes are made on the driver’s copy of the inventory concerning any apparent lost or damaged items. Your mover should provide you with a copy of this completed and annotated inventory form.

This is an important step in the moving process. When you sign the descriptive inventory form at delivery, you are making a written statement that your goods have been received in good order except for any exceptions that you note on the inventory form. Before you sign the form, check for any damage to your furniture and for any obvious damage (smashed, crushed, etc.) to the packed cartons; if the outside of the cartons are free from any evidence of mishandling, the contents can generally be relied upon to be secure.

## **STORING YOUR SHIPMENT**

Often during a move, circumstances call for a shipment to be placed into storage. When this occurs, there are different types of storage that you may use and it is important to understand how placing your shipment into storage may affect your mover's liability for your shipment.

The most frequent type of storage is called **storage-in-transit** or simply "SIT." SIT storage occurs most often at destination (although it can also occur at origin or en route) when the mover arrives at your new home but for some reason you are not able to accept delivery (closing was delayed, the former tenants have not yet vacated the premises, etc.). During SIT, your shipment is stored in the mover's warehouse and your mover delivers your shipment to your new residence when you're ready. The mover will charge you for the storage provided and the delivery out of SIT to your new home. During SIT your shipment continues under the interstate bill of lading and your mover remains liable for any loss or damage that might occur during the SIT period and delivery out. SIT storage is generally limited to a period of 90 days (although some movers have longer SIT periods) and at the end of the SIT period the shipment reverts to permanent storage (discussed below).

A second type of storage occurs when you elect to have your shipment placed into a **mini-storage (self-storage) warehouse** instead of storing it in your mover's warehouse. When you elect to place your shipment into a self-storage facility, be sure to rent a unit that is large enough to accommodate your shipment (otherwise you might need to rent an additional unit) and keep in mind that –

- You or your representative (not the mini-storage manager) should be present to inspect and inventory your shipment when it is placed into the storage unit,
- Your mover will assess an additional charge for the extra labor needed to stack (or un-stack) your shipment inside the unit,
- You (and not your mover) will be responsible for providing any pads or padding needed for the protection of your goods while in storage,
- You should note any loss or damage on the driver's copy of the inventory sheet and file a claim with your mover immediately (don't wait until the goods have been moved a second time after being removed from the storage unit) and place any damaged items at the front of the unit close to the door so that if necessary your mover can have access to them for inspection.

It is important to understand that your mover's liability will be limited to only loss or damage that occurred during your interstate shipment. In other words, your mover's liability ends when your shipment is delivered into any third party storage facility (not the mover's own warehouse) where you have rented space that is not within your mover's control. Your mover is not liable for any loss or damage that might occur during the time your shipment is stored at the third party facility or later when your shipment is delivered out of the facility locally to your residence.

A third type of storage is called **permanent storage** and is similar to mini-warehouse storage. During permanent storage (sometimes called “long-term storage”) your shipment is stored in a warehouse facility by a professional warehouseman and is subject to the rules and regulations that govern storage within the state where the storage occurs (SIT-type storage is considered to be part of the interstate shipment and is subject to federal regulation). Like self-storage, permanent storage is not part of your interstate move, so if a claim occurs during the permanent storage period it should be filed with your warehouseman.

### ***PAYING THE MOVER***

The regulations provide that when your mover arrives at your new home (or in some cases if your shipment is placed into a storage facility), he may collect the charges due before the shipment is unloaded from the truck.

Most movers require payment in cash or by certified or traveler’s check. Some movers also accept charge cards. Ask your mover before your move about the forms of payment that are acceptable. Do not assume that because you have a nationally recognized charge or credit card that it will be accepted for payment. **Ask your mover before your move.** 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. If your shipment is split for shipment on two or more trucks, the mover can require payment for each portion as it is delivered.

Your mover is not required to relinquish your shipment until the estimated transportation charges (either the charge shown on the binding estimate or not more than 110% of the charge shown on the non-binding estimate) have been paid. Your mover will also collect the charges applicable for any services that you may have requested after the contract was executed that were not included in the estimate. In other words, if you request more services (additional services or added quantities) than those included in the estimate, your mover may collect full payment for those added services at delivery.

For example, if you received a non-binding estimate from your mover for \$5,000, you would be required to pay no more than 110% of this amount (or \$5,500) at delivery for the services and quantities listed on your estimate. However, if your shipment weighs more than the estimated amount, your mover will invoice you for the additional amount after your shipment has been delivered.

And if shuttle service is required, your mover may also collect for the shuttle charges at delivery - provided that the shuttle charges collected at delivery do not exceed fifteen (15%) percent of the total charges due at delivery. Your mover will invoice you for any remaining charges after delivery.

## **FILING A CLAIM AND USING ARBITRATION**

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 their efforts, articles are sometimes lost or damaged during the move.

If any of your household goods are damaged or lost, report the facts promptly and in detail on the van driver's copy (original) of the inventory sheet before you sign it. A claim for loss or damage must be filed within nine months after delivery (keep the cartons and packing material until the mover has inspected the damage). However, it is to your advantage to report damage as soon as possible. The mover must acknowledge receipt of your claim within 30 days, and must deny or make an offer within 120 days of receipt of your claim. When making a claim or considering an offer, bear in mind the amount of liability that you declared on your shipment.

If you are unable to get your claim with your mover settled to your satisfaction, you may want to consider using arbitration as a means of obtaining a resolution.

Participation in an arbitration program is a requirement of the Federal Motor Carrier Safety Administration for all interstate movers. Under the regulations, ALL interstate movers, including movers who are not members of AMSA, must agree to offer shippers neutral arbitration as a means of settling disputes that may arise concerning loss or damage and certain types of disputed charges. Your mover must provide you with information on the availability of its arbitration program, including how their program works and how much it costs, before your move takes place. If you don't receive this information – ask for a copy from your mover.

To maintain a fair and neutral position, AMSA's program is administered by the National Arbitration Forum (Forum). The Forum is a completely independent, nongovernmental organization that is not affiliated with either the American Moving and Storage Association or with any mover. The Forum has been recognized for many years as the leading independent arbitration organization in the country. It is a public service, non-profit organization dedicated exclusively to the resolution of disputes of all kinds. All AMSA mover members participate in the AMSA arbitration program.

If you are not familiar with the arbitration process, or would simply like more information, our Web site is **[www.moving.org](http://www.moving.org)** and our address is:

THE AMERICAN MOVING AND STORAGE ASSOCIATION  
1611 DUKE STREET  
ALEXANDRIA, VA 22314

We sincerely hope that the information in this publication will help you select the right mover for your shipment and provide you with the background and insight to make a smart and informed move.