

## Your Rights and Responsibilities When You Move

### A. General Requirements

The primary responsibility for your protection lies with you in selecting a reputable household goods carrier, ensuring you understand the terms and conditions of your contract with your mover, and understanding and pursuing the remedies that are available to you in case problems arise.

### B. What Is My Mover's Normal Liability for Loss or Damage When My Mover Accepts Goods from Me?

In general, your mover is legally liable for loss or damage that occurs during performance of any transportation of household goods and of all related services identified on your mover's lawful bill of lading. All moving companies are required to assume liability for the value of the goods transported. However, there are different levels of liability, and you should be aware of the amount of protection provided and the charges for each option. Basically, most movers offer two different levels of liability under the terms of their tariffs and the Surface Transportation Board's Released Rates Orders. These orders govern the moving industry.

#### What Actions by Me Limit or Reduce My Mover's Normal Liability?

Your actions may limit or reduce your mover's normal liability under the following two circumstances: 1) You include perishable, dangerous, or hazardous materials in your household goods without your mover's knowledge, or 2) You choose the alternative level of liability (60 cents per pound per article) but ship household goods valued at more than 60 cents per pound (\$1.32 per kilogram) per article.

### C. Service Options Provided

Your mover may provide any service options it chooses. It is customary for movers to offer several price and service options. The total cost of your move may increase if you want additional or special services. Before you agree to have your shipment moved under a bill of lading providing special service, you should have a clear understanding with your mover of what the additional cost will be. You should always consider whether other movers might provide the services you require without requiring you to pay the additional charges.

### D. Estimating Charges

Your mover may prepare a written estimate on every shipment transported for you. You are entitled to a copy of the written estimate when your mover prepares it. Your mover may provide you a written estimate of all charges, including transportation, accessorial, and advance charges. You and your mover must sign the estimate of charges. Your mover may provide you with a dated copy of the estimate of charges at the time you sign the estimate. Your mover must specify the form of payment the mover and its delivering agent will honor at delivery. Payment forms may include but are not limited to cash, certified check, money order, cashier's check, a specific charge card such as American Express™, a specific credit card such as Visa™, and your mover's own credit. Before loading your household goods, and upon mutual agreement between you and your mover, your mover may amend an estimate of charges. Your mover may not amend the estimate after loading the shipment. A binding estimate is a written agreement made in advance with your mover, indicating you and the mover are bound by the charges. It guarantees the total cost of the move based upon the quantities and services shown on your mover's estimate. A non-binding estimate is what your mover believes the total cost will be for the move. A non-binding estimate is not binding upon your mover. The estimate must indicate the services provided, and the mover's tariff provisions in effect. You should be prepared to pay 10 percent more than the estimated amount at delivery. You must also be prepared to pay at delivery the cost of any additional services that you requested after the contract was executed that were not included in the estimate and charges for impracticable operations. Impracticable operations are defined in your mover's tariff and you should ask to see the mover's tariff to determine what services constitute impracticable operations. Charges for impracticable operations due at delivery may not exceed 15 percent of all other charges due at delivery.

### E. Must My Mover Write Up an Order for Service?

We require your mover to prepare an order for service on every shipment transported for you. You are entitled to a copy of the order for service when your mover prepares it. The order for service is not a contract. Should you cancel or delay your move or if you decide not to use the mover, you should promptly cancel the order.

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 may prepare a written change to the order for service. The written change must be attached to the order for service.

The order for service must contain the following 15 elements:

1. Your mover's name and address and the US DOT 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 agreed delivery date of your move, b) The agreed-upon period(s) of the entire move, or 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 interline transportation of the shipment.
7. The form of payment your mover will honor 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 the time of delivery to obtain possession of the shipment, when transported on a collect-on-delivery basis.
10. If not provided in the Bill of Lading, the Surface Transportation Board's required released rates valuation statement, and the charges, if any, for optional valuation coverage. The STB's required released rates may be increased annually by your mover based on the U.S. Department of Commerce's Cost of Living Adjustment.
11. A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment.
12. Any identification or registration number your mover assigns to the shipment.
13. 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.
14. 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.
15. An indication of whether you request notification of the charges before delivery. You must provide your mover with the telephone number(s) or address(s) where your mover will transmit such communications.

You and your mover must sign the order for service. Your mover must provide a dated copy of the order for service to you at the time your mover signs the order. Your mover must provide you the opportunity to rescind the order for service without any penalty for a three-day period after you sign the order for service, if you scheduled the shipment to be loaded more than three days after you sign the order. Your mover should provide you with documents that are as complete as possible, and with all charges clearly identified. However, as a practical matter, your mover usually cannot give you a complete bill of lading before transporting your goods. This is both because the shipment cannot be weighed until it is in transit and because other charges for service, such as unpacking, storage-in-transit, and various destination charges, cannot be determined until the shipment reaches its destination. Therefore, your mover can require you to sign a partially complete bill of lading if it contains all relevant information except the actual shipment weight and any other information necessary to determine the final charges for all services provided. Signing the bill of lading allows you to choose the valuation option, request special services, and/or acknowledge the terms and conditions of released valuation. Your mover also may provide you, strictly for informational purposes, with blank or incomplete documents pertaining to the move. Before loading your shipment, and upon mutual agreement of both you and your mover, your mover may amend an order for service. Your mover must retain an order for service for a shipment it transported for at least one year from the date your mover wrote the order. Your mover must inform you, before or at the time of loading, if the mover reasonably expects a special or accessorial service is necessary to transport a shipment safely. Your mover must refuse to accept the shipment when your mover reasonably expects a special or accessorial service is necessary to transport a shipment safely, but you refuse to purchase the special or accessorial service. Your mover must make a written note if you refuse any special or accessorial services that your mover reasonably expects to be necessary.

#### Must My Mover Write Up a Bill of Lading?

The bill of lading is the contract between you and the mover. The mover is required by law to prepare a bill of lading for every shipment it transports. 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 furniture and other household goods. It is your responsibility to read the bill of lading before you accept it. 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 requires the mover to provide the service you have requested. You must pay the charges set forth in the bill of lading. 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.

### F. Transportation of My Shipment

Your mover must transport your household goods in a timely manner. This is also known as "reasonable dispatch service". Your mover must provide reasonable dispatch service to you, except for transportation on the basis of guaranteed delivery dates. When your mover notifies you of a delay, it also must advise you of the dates or periods of time it may be able to pick up and/or deliver the shipment. Your mover must consider your needs in its advisement. If you are not available and are not willing to accept delivery, your mover has the right to place your shipment in storage at your expense or hold the shipment on its truck and assess additional charges. If after the pickup of your shipment you request your mover to change the delivery date, most movers will agree to do so provided your request will not result in unreasonable delay to its equipment or interfere with another customer's move. However, your mover is under no obligation to consent to amended delivery dates. Your mover has the right to place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the date agreed to in the bill of lading.

### G. Delivery of My Shipment

At the time of delivery, your mover will expect you to sign a receipt for your shipment. Normally, you will sign each page of your mover's paperwork. Your mover's delivery receipt or shipping document must not contain any language purporting to release or discharge it or its agents from liability. Your mover may include a statement about your receipt of your property in apparent good condition, except as noted on the shipping documents. Do not sign the delivery receipt if it contains any language purporting to release or discharge your mover or its agents from liability. Strike out such language before signing, or refuse delivery if the driver or mover refuses to provide a proper delivery receipt.

### H. Collection of Charges

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; however, some movers use an entirely separate document for this purpose. 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. Movers' tariffs customarily specify that freight charges must be paid in cash, by certified check, or by cashier's check. When this requirement exists, the mover will not accept personal checks. At the time you order your move, you should ask your mover about the form of payment your mover requires. Some movers permit payment of freight charges by use of a charge or credit card. However, do not assume your nationally recognized charge, credit, or debit card will be acceptable for payment. If you do not pay the transportation charges at the time of delivery, your mover has the right, under the bill of lading, to refuse to deliver your goods. The mover may place them in storage, at your expense, until the charges are paid. However, the mover must deliver your goods upon payment of 100 percent of a binding estimate, plus the cost of any additional services that you requested after the contract was executed that were not included in the estimate, and any charges for impracticable operations, not to exceed 15 percent of all other charges due at delivery.

### I. Resolving Disputes With My Mover

The Federal Motor Carrier Safety Administration does not help you settle your dispute with your mover.

You are bound by each of the following three things: 1) The terms and conditions you negotiated before your move, 2) The terms and conditions you accepted when you signed the bill of lading, and 3) The terms and conditions you accepted when you signed for delivery of your goods. You have the right to take your mover to court. We require your mover to offer you arbitration.