

# Your Rights and Responsibilities

Understand your rights and responsibilities when working with a professional mover.

## Your Rights and Responsibilities When You Move

Prepared By The Federal Highway Administration (FHWA)

### **TARIFF INSPECTION AND INCORPORATION NOTICE**

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Federal law requires that movers advise shippers that they may inspect the tariffs that govern your shipment. Carriers' tariffs, by this reference, are made a part of the contract of carriage (bill of lading) between you and the carrier and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing your shipment, the terms of which cannot be varied.

Incorporated tariff provisions include but are not limited to those: (1.) establishing limitation of carrier's liability, the principal features of which are described in the valuation declaration section of the bill of lading; (2.) setting the time periods for filing claims, the principal features of which are described in Section 6 of the bill of lading; and, (3.) reserving the carrier's right to assess additional charges for additional services performed and, on non-binding estimates, to base charges upon the exact weight of the goods transported.

### **INTRODUCTION**

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The Federal Highway Administration (FHWA) regulations protect consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers (movers).

The mover gives you this pamphlet to provide information about your rights and responsibilities as a shipper of household goods. You should talk to your mover if you have further questions. The mover will also furnish you with a pamphlet describing its procedures for handling your questions and complaints. The pamphlet will include a number you can call to obtain additional information about your move.

### **ESTIMATES**

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Although movers are not required to give estimates, most movers do provide estimates when requested. There are two types of estimates, binding and non-binding.

BINDING ESTIMATES OF TOTAL COST

The mover may charge you for providing a binding estimate which must clearly describe the shipment and all services provided.

When you receive a binding estimate, you cannot be required to pay any more than that amount. However, if you have requested the mover to provide more services than those included in the estimate, such as destination charges (i.e., long carry charges, shuttle charges, extra stair carry charges, or elevator charges) often not known at origin, the mover may demand full payment for those added services at time of delivery.

To be effective, a binding estimate must be in writing and a copy must be made available to you before your move.

If you agree to a binding estimate, you are responsible for paying the charges due by cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank) at time of delivery unless the mover agrees before you move to extend credit or to accept payment by charge card. If you are unable to pay at the time the shipment is delivered, the mover may place your shipment in storage at your expense until the charges are paid.

#### NON-BINDING ESTIMATES OF APPROXIMATE COST

The mover is not permitted to charge for giving a non-binding estimate.

A non-binding estimate is not a bid or contract. It is provided by the mover to give you a general idea of the cost of the move, but it does not bind the mover to the estimated cost. Furthermore, it is not a guarantee that the final cost will not be more than the estimate. The actual cost will be in accordance with the mover's published tariffs. All movers are legally obligated to collect no more and no less than the charges shown in their tariffs regardless of prior rate quotations contained in non-binding estimates. The charges contained in the tariffs are essentially the same for the same weight shipment moving the same distance. If you obtain differing (non-binding) estimates from different movers, you will be obligated to pay only the amount specified in the tariff. Therefore, a non-binding estimate may have no effect on the amount you will have to pay.

Non-binding estimates must be in writing and clearly describe the shipment and all services provided. Any time a mover provides such an estimate the amount of the charges estimated must be on the order for service and bill of lading relating to your shipment. If you are given a non-binding estimate, do not sign or accept the order for service or bill of lading unless the amount estimated is entered on each form when prepared by the mover.

If you are given a non-binding estimate, the mover cannot require you to pay more than the amount of the original estimate, plus 10 percent, at time of delivery. You will then have at least 30 days after delivery to pay any remaining charges.

IF YOU REQUEST THE MOVER TO PROVIDE MORE SERVICES THAN THOSE INCLUDED IN

THE ESTIMATE, THE MOVER MAY DEMAND FULL PAYMENT FOR THOSE ADDED SERVICES AT TIME OF DELIVERY.

### **SPACE RESERVATIONS, EXPEDITED SERVICE, EXCLUSIVE USE OF A VEHICLE AND GUARANTEED PICKUP AND DELIVERY**

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It is customary for movers to offer price and service options. The total cost of your move may be increased 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 the mover what the additional cost will be. You should always consider that you may find other movers who can provide the service you require without requiring that you pay the additional charges.

One service option is a SPACE RESERVATION. If you agree to have your shipment transported under a space reservation agreement, you are required to pay for a minimum number of cubic feet of space in the moving van regardless of how much space in the van is actually occupied by your shipment.

A second service option is EXPEDITED SERVICE to aid shippers who must have their shipments transported on or between specific dates which the mover could not ordinarily agree to do in its normal operations.

Another customary service option is EXCLUSIVE USE OF A VEHICLE. If for any reason you desire or require that your shipment be moved by itself on the mover's truck or trailer, most movers will provide such service.

Still another service option is GUARANTEED SERVICE ON OR BETWEEN AGREED DATES. You enter into an agreement with the mover that provides for your shipment to be picked up, transported to destination 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 amount or a daily rate (per diem) regardless of the expense you actually might have incurred as a result of the mover's failure to perform.

Before requesting or agreeing to any of these price and service options, be sure to ask the mover's representatives about the final costs you will be required to pay.

### **TRANSPORT OF SHIPMENTS ON TWO OR MORE VEHICLES**

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Although all movers try to move each shipment on one truck it becomes necessary at times to divide a shipment among two or more trucks. This may occur if the mover has underestimated the cubic feet of space required for your shipment, with the consequence that it will not all fit on the first truck. The remainder or "leave behind" will be picked up by a second truck at a later time and may arrive at the destination at a later time than the first truck. When this occurs, your

transportation charges will be determined as if the entire shipment moved on one truck.

If it is important for you to avoid the inconvenience of a "leave behind," be sure that your estimate includes an accurate calculation of the cubic feet required for your shipment. Ask your estimator to use a "Table of Measurements" form in making this calculation. Consider asking for a binding estimate, which is more likely to be conservative with regard to cubic feet than non-binding estimates. If the mover offers the service, consider making a space reservation for the necessary amount of space plus some margin of error. In any case, it is prudent to "prioritize" your goods in advance of the move so that the more essential items will be loaded on the first truck if some are left behind.

### **ORDER FOR SERVICE**

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Moving companies are required to prepare an order for service on every shipment transported for an individual shipper. You are entitled to a copy of the order for service when it is prepared.

The order for service is not a contract. Should your move be canceled or delayed or if you decide not to use the mover, you should promptly cancel the order.

Should there be any change in the dates on which you and the mover agreed that your shipment will be picked up and delivered, or any change in the non-binding estimate, the mover may prepare a written change to the order for service. The written change should be attached to the order for service. You and the mover must sign the order for service.

### **BILL OF LADING**

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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 the 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 loading your furniture.

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 have requested, and you must pay the charges for the service.

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.

### **INVENTORY**

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At the time the mover's driver loads your shipment, he or she, although not required to do so,

usually inventories your shipment listing any damage or unusual wear. The purpose is to make a record of the condition of each item. If the driver does not make an inventory, you should make one yourself.

After completing the inventory, the driver will usually sign each page and ask you to sign each page. It is important before signing that you make sure that the inventory lists every item in your shipment and that the 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.

The driver 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 goods.

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 driver and request that a record of the damage be made on the driver's copy of the inventory.

After the complete shipment is unloaded, the driver will request that you sign the driver'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. When you sign the inventory, you are giving the driver a receipt for your goods.

### **SHIPMENTS SUBJECT TO MINIMUM WEIGHT OR VOLUME CHARGES**

Movers usually have a minimum weight or volume charge for transporting a shipment. Usually the minimum is the charge for transporting a shipment of at least 1,000 pounds (454 kilograms).

If your shipment appears to weigh less than the mover's minimum weight, the mover is required to advise you on the order for service of the minimum cost before agreeing to transport the shipment. Should the mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, the final charges must be based on the actual weight instead of the minimum weight.

### **DETERMINING THE WEIGHT OF YOUR SHIPMENT**

If charges are to be based upon the weight of the shipment, the mover is required to weigh the shipment. Unless your shipment weighs less than 1,000 pounds (454 kilograms) and can be weighed on a warehouse platform scale, the mover is required to determine the weight of your shipment by one of the following processes.

#### **ORIGIN WEIGHING**

If your shipment is weighed in the city or area from which you are moving, the driver is required to

weigh the truck on which the shipment is to be transported before coming to your residence. This is called the tare weight. At the time of this first weighing the truck may already be partially loaded with one or more other shipments. This will not affect the weight of your shipment. The truck should also contain the pads, dollies, hand-trucks, ramps, and other equipment normally used in the transportation of household goods shipments.

After loading, the truck will be weighed again to obtain the loaded weight, called the gross weight. The net weight of your shipment is then obtained by subtracting the tare weight from the gross weight.

#### DESTINATION WEIGHING

The mover is also permitted to determine the weight of your shipment at the destination at the time of unloading. The fact that a shipment is weighed at the destination instead of at the origin will not affect the accuracy of the weight of your shipment. **THE MOST IMPORTANT DIFFERENCE IS THAT THE MOVER WILL NOT BE ABLE TO DETERMINE THE EXACT CHARGES ON YOUR SHIPMENT BEFORE IT IS UNLOADED.**

Destination weighing is done in reverse of origin weighing. After arriving in the city or area to which you are moving, the driver will weigh the truck, with your shipment loaded on it, to obtain the gross weight before coming to your new residence to unload. After unloading your shipment, the driver will again weigh the truck to obtain the tare weight. The net weight of your shipment will then be obtained by subtracting the tare weight from the gross weight.

Each time a weighing is performed the driver is required to obtain a weight ticket showing the date and place of weighing and the weight obtained. The ticket must also have your name and shipment number entered on it, along with the identification (I.D.) numbers of the truck. The ticket must be signed by the person who performed the weighing. If both the empty (tare) and loaded (gross) weighings are performed on the same scale, the record of both weighings may be entered on one weight ticket.

At the time the mover gives you the freight bill to collect the charges, a copy of every weight ticket relating to your shipment must accompany your copy of the freight bill.

You have the right to observe every weighing. The mover is required to inform you of the specific location of each scale that will be used and to allow you a reasonable opportunity to be present. If you desire to observe either or both of the weighings, you should tell the mover at the time the order for service is prepared or, in any event, before the date of your move. This will enable the mover to contact you before the weighing to advise you of the location of the scale.

#### REWEIGHING OF SHIPMENTS

If your shipment is weighed at origin and you agree with the mover that you will pay the charges at time of delivery, the mover is required to give you written notice of the weight and charges on your shipment before commencing to unload at your destination residence. If you believe that the

weight is not accurate, you have the right to request that the shipment be reweighed before unloading.

The mover is not permitted to charge for the reweighing. If the weight of your shipment at the time of the reweigh is different from the weight determined at origin, the mover must recompute the charges based on the reweigh weight. Before requesting a reweigh, you may find it to your advantage to estimate the weight of your shipment using the following method:

Count the number of items in your shipment. Usually there will be either 30 or 40 items listed on each page of the inventory. For example, if there are 30 items per page and your inventory consists of four complete pages and a fifth page with 15 items listed, the total number of items will be 135. If an automobile is listed on the inventory do not include that item in the count of the total items.

Subtract the weight of any automobile included in your shipment from the total weight of the shipment. If the automobile was not weighed separately, its weight can be found on its title or license receipt. Divide the number of items in your shipment into the weight. If the average weight resulting from this exercise ranges between 35 and 45 pounds (16 and 20 kilograms) per article, it is unlikely that a reweigh will prove beneficial to you and could result in your paying higher charges.

Experience has shown that the average shipment of household goods will weigh about 40 pounds (18 kilograms) Per item. If a shipment contains a large number of heavy items, such as cartons of books, boxes of tools or heavier than average furniture, the average weight per item may be 45 pounds (20 kilograms) or more.

### **PICKING UP AND DELIVERING SHIPMENTS ON THE AGREED DATES**

You and your mover must reach agreement as to when your shipment is to be picked up and delivered. It is your responsibility to determine on what date, or between what dates, you need to have the shipment picked up and on what date or between what dates, you require delivery. It is the mover's responsibility to tell you if the service can be provided on or between those dates or, if not, on what other dates the service can be provided.

In the process of reaching an agreement with a mover, it may be necessary for you to alter your moving and travel plans if no mover can provide service on the specific dates you desire. Do not agree to have your shipment picked up or delivered as soon as possible. The dates or periods of time you and the mover agree on should be definite.

Once an agreement is reached, the mover is required to enter those dates on the order for service and the bill of lading.

Once your goods are loaded, the mover is contractually bound to provide the service described in

the bill of lading. The only defense for not providing the service on the dates called for is the "defense of force majeure." This is a legal term which means that if circumstances which could not have been foreseen and which are beyond the control of the mover prevent the performance of the service as agreed to in the bill of lading, the mover is not responsible for damages resulting from the nonperformance.

If, after an order for service is prepared, the mover is unable to make pickup or delivery on the agreed dates, the mover is required to notify you by telephone, telegram or in person. The mover must at that time tell you when your shipment can be picked up or delivered. If for any reason you are unable or unwilling to accept pickup or delivery on the dates named by the mover, you should attempt to reach agreement on an alternate date.

The establishment of a delayed pickup or delivery date does not relieve the mover from liability for damages resulting from the failure to provide service as agreed. However, when you are notified of alternate delivery dates it is your responsibility to be available to accept delivery on the dates specified. If you are not available and willing to accept delivery, the 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 the mover to change the delivery date, most movers will agree to do so providing your request will not result in unreasonable delay to their equipment or interfere with another customer's move. However, the mover is not required to consent to amended delivery dates and 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.

If the mover fails to pick up and deliver your shipment on the dates entered on the bill of lading and you have expenses you otherwise would not have had, you may be able to recover those expenses from the mover. This is what is called an inconvenience or delay claim. Should a mover refuse to honor such a claim and you continue to believe that you are entitled to be paid damages, you may sue the mover. The FHWA has no authority to order the mover to pay such claims.

While it is hoped that your shipment will not be delayed, you should consider this possibility and find out before you agree for a mover to transport your shipment what payment you can expect if the service is delayed through the fault of the mover.

#### **NOTIFICATION OF CHARGES**

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You must advise the mover at the time you make the arrangements for the move if you wish to be notified of the weight and charges. You are required to give the mover a telephone number or address at which the notification will be received.

The mover must notify you of the charges at least one 24-hour weekday prior to the delivery,

unless the shipment is to be delivered the day after pickup. The 24-hour requirement does not apply when you obtain an estimate of the costs prior to the move or when the shipment is to be weighed at the destination.

## **RECEIPT FOR DELIVERY OF THE SHIPMENT**

At the time of delivery, the mover expects you to sign a receipt for your shipment. This is usually accomplished by having you sign each page of the mover's copy of the inventory.

Movers are prohibited from having you sign a receipt which relieves the mover from all liability for loss or damage to the shipment. Do not sign any receipt which does not provide that you are signing for your shipment in apparent good condition except as noted on the shipping documents.

## **THE MOVER'S LIABILITY FOR LOSS AND DAMAGE**

All moving companies are required to assume liability for the value of the goods which they transport. However, there are different levels of liability, and consumers should be aware of the amount of protection provided and the charges for each option.

Basically, most movers offer four different levels of liability under the terms of their tariffs and pursuant to the Surface Transportation Board's Released Rates Orders which govern the moving industry.

### **OPTION 1: RELEASED VALUE**

This is the most economical protection option available. This no additional-cost option provides minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound (\$1.32 per kilogram), per article. Loss or damage claims are settled based on the pound weight of the article multiplied by 60 cents (or the kilogram weight multiplied by \$1.32). For example, if a 10-pound (4.54 kilogram) stereo component, valued at \$1,000 were lost or destroyed, the mover would be liable for no more than \$6.00. Obviously, the shipper 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.

### **OPTION 2: DECLARED VALUE**

Under this option, the valuation of your shipment is based on the total weight of the shipment times \$1.25 per pound (\$2.75 per kilogram). For example, a 4,000-pound shipment (1814.4 kilogram) would have a maximum liability value of \$5,000.00. Any loss or damage claim under this option is settled based on the depreciated value of the lost or damaged item(s) up to the maximum liability value based on the weight of the entire shipment. Under this option, if you shipped a 10-pound (4.54 kilogram) stereo component that originally cost \$1,000, the mover would be liable for up to \$1,000, based on the depreciated value of the item.

Unless you specifically agree to other arrangements, the mover is required to assume liability for

the entire shipment based on this option. Also, the mover is entitled to charge you \$7.00 for each \$1,000 (or fraction thereof) of liability assumed for shipments transported under this option. In the example above, the valuation charge for a shipment valued at \$5,000 would be \$35.00. Under this option, your shipment is protected based on its depreciated value, and the mover is entitled to charge you a fee for this extra protection.

#### OPTION 3: LUMP SUM VALUE

Under this option, which is similar to Option 2, if the value of your shipment exceeds \$1.25 per pound (\$2.75 per kilogram) times the weight of the shipment, you may obtain additional liability protection from the mover. You do this by declaring a specific dollar value for your shipment. The amount you declare must exceed \$1.25 per pound (\$2.75 per kilogram) times the weight of the shipment. The amount of value that you declare is subject to the same valuation charge (\$7.00 per \$1,000) as described in OPTION 2. For example, if you declare that your 4,000-pound (1814.4 kilogram) shipment is worth \$10,000 (instead of the \$5,000 under OPTION 2), the mover will charge you \$7.00 for each \$1,000 of declared value, or \$70.00, for this increased level of liability. If you ship articles that are unusually expensive, you may wish to declare this extra value. You must make this declaration in writing on the bill of lading.

#### OPTION 4: FULL VALUE PROTECTION

Many movers offer a fourth level of added-value protection, often referred to as "full value protection" or "full replacement value." If you elect to purchase full value protection, articles that are lost, damaged or destroyed will be either repaired, replaced with like items, or a cash settlement will be made for the current market replacement value regardless of the age of the lost or damaged item. Unlike the other options, depreciation of the lost or damaged item is not a factor in determining replacement value when the shipment is moved under full value protection. The cost for full value protection is approximately \$8.50 per \$1,000 of declared value; however, the minimum value declared must be equal to the weight of the shipment multiplied by \$3.50 per pound (\$7.70 per kilogram), which is further subject to a minimum declaration of \$21,000.

For example, if your shipment weighs 5,000 pounds (2,268 kilograms), the minimum declared value must be at least \$21,000. The exact cost for full value protection may vary by mover and may be further subject to various deductible levels of liability which may reduce your cost. Ask your mover for the details of its specific plan.

Under these four options, 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 (\$220 per kilogram). Ask your mover for a complete explanation of this limitation before you move. It is your responsibility to study this provision carefully and to make the necessary declaration.

These optional levels of liability are not insurance agreements which are governed by State insurance laws, but instead are authorized under Released Rates Orders of the Surface

Transportation Board of the U.S. Department of Transportation. In addition to these options, some carriers may also offer to sell, or procure for you, separate liability insurance from a third-party insurance company when you release your shipment for transportation at the minimum released valuation of 60 cents per pound (\$1.32 per kilogram) per article (Option 1). 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 (\$1.32 per kilogram) 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 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 becomes fully liable for any claim for loss or damage attributed to its negligence.

### **COMPLAINTS AND INQUIRIES ABOUT THE MOVER'S SERVICE**

All movers are expected to respond promptly to complaints or inquiries from their customers. Should you have a complaint or question about your move, you should first attempt to obtain a satisfactory response from the mover's local agent, the sales representative who handled the arrangements for your move, or the driver assigned to your shipment.

If for any reason you are unable to obtain a satisfactory response from one of these persons, you should then contact the mover's principal office. When you make such a call, be sure to have available your copies of all the documents relating to the move. Particularly important is the number assigned to your shipment by the mover.

Interstate movers are also required to offer neutral arbitration as a means of resolving consumer disputes involving loss or damage on collect on delivery (COD) shipments. Your mover is required to provide you with information regarding its arbitration program.

All interstate moving companies are required to maintain a complaint and inquiry procedure to assist their customers. At the time you make the arrangements for your move, you should ask the mover's representative for a description of the mover's procedure, the telephone number to be used to contact the carrier and whether the mover will pay for such telephone calls.

### **PAYMENT OF THE TRANSPORTATION CHARGES**

At the time for payment of transportation charges, the mover is required to 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.

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

If your shipment was transported on a collect on delivery (COD) basis, you will be expected to pay the total charges appearing on the freight bill at the time of delivery unless the mover provided a non-binding estimate of approximate cost and the total charges for the services included in the estimate exceed 110 percent of the estimated charges.

It is customary for movers to provide in their tariffs that freight charges must be paid in cash, by certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank). When this requirement exists, the mover will not accept personal checks. At the time you make arrangements for your move, you should ask the mover about the form of payment that is acceptable.

Some movers permit payment of freight charges by use of a charge card. However, do not assume that because you have a nationally recognized charge or credit card that it will be acceptable for payment. Ask the mover at the time the arrangements are made.

If you do not pay the transportation charges at the time of delivery the 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.

If, before payment of the transportation charges, you discover an error in the charges, you should attempt to correct the error with the driver, the mover's local agent, or by contacting the mover's main office. If an error is discovered after payment, you should write the mover (the address will be on the freight bill) explaining the error and request a refund.

Movers customarily check all shipment files and freight bills after a move has been completed to make sure the charges were accurate. If an overcharge is found, you will be notified and a refund made. If an undercharge occurred, you will be billed for the additional charges due.

#### **PAYMENT OF THE TRANSPORTATION CHARGES ON SHIPMENTS TRANSPORTED ON TWO MORE VEHICLES**

Although all movers try to move each shipment on one truck it becomes necessary at times to divide a shipment among two or more trucks. This frequently occurs when an automobile is included in the shipment and it is transported on a vehicle specially designed to transport automobiles. When this occurs your transportation charges are the same as if the entire shipment moved on one truck.

If your shipment is divided for transportation on two or more trucks, the mover can require

payment for each portion as it is delivered.

Movers are also permitted, but not required, to delay the collection of all the charges until the entire shipment is delivered. At the time you make the arrangements for your move, you should ask the mover about its policies in this respect.

#### **PAYMENT OF TRANSPORTATION CHARGES ON SHIPMENTS LOST OR DESTROYED IN TRANSIT**

Movers customarily make every effort to assure that while your shipment is in their possession for transportation, no items are lost, damaged or destroyed. However, despite the precautions taken, articles are sometimes lost or destroyed during the move.

In addition to any money you may recover from the mover to compensate for lost or destroyed articles, you are also entitled to recover the transportation charges represented by the portion of the shipment lost or destroyed.

On shipments with partial loss or destruction of goods, the transportation charges must be paid. The mover will then return proportional freight charges at the time loss and damage claims are processed. Should your entire shipment be lost or destroyed while in the mover's possession, the mover cannot require you to pay any of the charges except the amount you have paid or agreed to pay for added liability protection. The fact that you do not pay any transportation charges does not affect any right you may have to recover reimbursement for the lost or destroyed articles providing you pay the charges for added liability protection.

#### **FILING OF CLAIMS FOR LOSS AND DAMAGE OR DELAY AND DISPUTE RESOLUTION PROGRAMS**

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Should your move result in loss or damage to any of your property, you have the right to file a claim with the mover to recover money for such loss or damage.

You have nine months following either the date of delivery, or the date on which the shipment should have been delivered, to file a claim. However, you should file a claim as soon as possible. If you fail to file a claim within 120 days following delivery and later bring a legal action against the mover to recover the damages, you may not be able to recover your attorney fees even though you win the court action.

While the Federal Government maintains regulations governing the processing of loss and damage claims, it cannot resolve those claims. If you cannot settle a claim with the mover, you may file a civil action to recover in court. In this connection, you may obtain the name and address of the mover's agent for service of legal process in your State by contacting the FHWA.

In addition, interstate movers are required to participate in a Dispute Resolution Program which

provides that certain types of unresolved loss or damage claims must be submitted to a neutral arbitrator for resolution. You may find submitting your claim to arbitration under such a program to be a less expensive and more convenient way to seek recovery of your claim. Movers are required to advise all COD shippers of the existence and details of the arbitration program before they accept a shipment to be transported. If the mover does not provide you with information about a dispute resolution program before you move, ask the mover for the details of the program.

## **POINTS TO REMEMBER**

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- Movers may give binding estimates.
- Non-binding estimates may not be accurate; actual charges may often exceed the estimate.
- Specify pickup and delivery dates in the order for service.
- The Bill of Lading is your contract with the mover... READ IT CAREFULLY... If you have any questions ask your mover.
- Be sure that you understand the extent of your mover's liability for loss and damage.
- You have the right to be present each time your shipment is weighed.
- You may request a reweigh of your shipment.
- If you have moved on a non-binding estimate, you should have enough cash or a certified check to pay the estimated cost of your move plus 10 percent more at time of delivery.
- Unresolved claims for loss or damage may be submitted to arbitration; ask your mover for details.

## **CONCLUSION**

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Should you have any questions about your move which are not answered in this pamphlet, do not hesitate to ask the mover's representative who handled the arrangements for your move, the driver who transports your shipment, or the mover's main office for additional information.

For further advice or assistance, contact the Federal Highway Administration:

LICENSING & INSURANCE DIVISION (HIA-30)  
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