

HHG GUIDE

This is an update of the 17 MOST ASKED QUESTIONS, asked by individual shippers of household goods. These interpretations and statements of rules and regulations are intended to provide useful information to help understand the current household goods regulations of the Federal Motor Carrier Safety Administration, U. S. Department of Transportation.



POINTS TO REMEMBER --

- Make sure you are dealing with an authorized company. What is the company's MC No.? Is it a HHG mover or a HHG broker(arranger)?
- Verbal rate quotes are not estimates. An estimate can be given over the phone BUT MUST BE BACKED UP IN WRITING AS TO WHETHER IT IS A BINDING OR NON-BINDING ESTIMATE.
- Movers must have published tariffs to back up their charges.
- Non-binding estimates may not be accurate; actual charges may often exceed the estimate.
- Specify pickup and delivery dates in the order for service.
- At pickup, you are entitled to a bill of lading, not just the inventory.
- 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.
- When your move is paid for, you have a right to receive your weight tickets.
- You may request a reweigh of your shipment before the move is concluded.
- 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.

ARE YOU MOVING YOUR HOUSEHOLD GOODS?

If you are moving from one state to another state (interstate), do yourself a favor and learn as much as you can about YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE, which is the title of a booklet all household goods movers can provide to potential customers. So many folks have said, "If only I had read it, I would have been better prepared." Moving companies that transport household goods in interstate commerce are regulated by the U.S. Department of Transportation (U.S. DOT). If you have questions regarding a move within one state (intrastate), contact your State public utilities or public service commission.

In addition to information in the YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE booklet, here are the most asked questions and (answers) about the moving of household goods in interstate transportation:

1. Are interstate movers required to maintain published rates/tariffs?
2. Who are legitimate movers and brokers(arrangers)?
3. Are movers held to the estimates that they give?
4. What do these estimate terms mean: non-binding estimate, 110% provision/rule, binding estimate, "guaranteed not to exceed" estimate?
5. What information and paperwork is the mover required to give me?
6. What good does an order for service do; and why is it required?
7. What if the mover does not pick up or deliver my goods according to the spread dates or period of time on the order for service and bill of lading?
8. What are some of the services offered that I should understand: guaranteed service, on-time pledges for delay, released valuation protection, standard protection plans, full or replacement value protection plans, limitation of liability for items of "extraordinary" value declaration?
9. What about choosing "insurance"; is it true "insurance" or not?
10. If I have loss and damage, how much time do I have to file a claim? Do I need to wait for the mover to send me a claim form; and what about arbitration information?
11. If I do my own packing, is the mover still responsible if something is lost/broken? Does the mover have the right to repack?
12. How long do I have to file a guaranteed pledge delay claim?
13. What should I be aware of about my pickup/delivery dates?
14. What should I be aware of about the loading of my furniture?
15. What about the weighing of my shipment; and what about weight bumping?
16. What should I be aware of about the delivery of my furniture?
17. What about complaints?

1. ARE INTERSTATE MOVERS REQUIRED TO MAINTAIN PUBLISHED RATES/TARIFFS?

A. Yes.

Interstate movers have a statutory obligation to maintain rates and related rules and practices in a published tariff (Section 13702, Title 49, U.S. Code). A tariff is a publication which contains the mover's rules, charges, services, and has the effect of law, although it is not filed with the federal government. The tariff must be available for inspection by shippers upon reasonable request. A mover which maintains a tariff under this subsection may not enforce the provisions of the tariff unless it has given notice that the tariff is available for inspection in its bill of lading or by other actual notice to individuals whose shipments are subject to the tariff. (Section 14903, Title 49, U.S. Code states the civil penalty for tariff violations, which can range from \$100,000 for each violation to fine or imprisonment for not more than 2 years , or both.)

2. WHO ARE LEGITIMATE MOVERS AND BROKERS(ARRANGERS)?

A. Movers

An interstate mover must show in its advertisement (as in the Yellow Pages or on the Internet) the "MC" number of the authority actually used to perform the move. In the case of agents, the "MC" number of their principal movers must be shown. Check to be certain the agent is still affiliated with that principal mover. If the agent, itself, has interstate authority, that agent's "MC" number must be shown. The shipper should always ask, "Under whose authority and bill of lading (contract) is the move going to be transported? Is this shipment going to be interlined (given) to another authorized mover; and if so, what is that mover's "MC" number? If the advertisement does not show an "MC" number, ask the mover for it. "MC" numbers contain three to six figures. Be aware of the difference between an ad and a listing. The listing of a mover's name, address and telephone number in a telephone directory or similar publication is not considered an ad.

A. Brokers

DOT regulation states that (in this case, an interstate household goods) broker shall not directly or indirectly, represent its operations to be that of a carrier (mover). Any advertising (as in the Yellow Pages or on the Internet) shall show the broker status of the operation. In other words the broker must show in its advertisement that is actually a broker (arranger). You pay a fee and the broker chooses a household goods mover for you.

If you want to check whether a mover or broker has active authority and insurance, using the "MC" numbers of these movers and brokers, try the U.S. DOT's Licensing & Insurance Division service on the Internet: <http://fhwa-li.volpe.dot.gov>

3. ARE MOVERS HELD TO THE ESTIMATES THAT THEY GIVE?

A. It depends on whether it is a non-binding estimate or a binding estimate. A mover is not required to provide an estimate to a shipper. However, if a shipper requests an estimate over the telephone, and the mover calls it an "estimate", it must be in writing. The mover may provide a non-binding or binding estimate and the estimate, itself, must clearly state whether it is non-binding, binding or guaranteed not to exceed.

4. WHAT DO THESE ESTIMATE TERMS MEAN: NON-BINDING ESTIMATE, 110% PROVISION/RULE, BINDING ESTIMATE, “GUARANTEED NOT TO EXCEED” ESTIMATE?

A. Non-binding Estimate

A non-binding estimate is only an approximate cost--it is NOT binding. It is based on constructive weight (for example, weight applied by using a furniture chart on the back of the estimate). Since a non-binding estimate should be reasonably accurate and provide the shipper with a general idea of the cost of packing and moving the goods, a mover should physically review the household goods to be transported. Non-binding estimates should cover the goods and services listed on the estimate. If you add items or request additional services, the mover may void the estimate or revise it. The non-binding estimate must be in writing and state that it is non-binding. Final charges are based on the actual weight-based rate or volume-based rate (cubic footage in the truck) of the shipment and the mover's other charges for services rendered in accordance with the mover's published tariff.

110% Provision/Rule

If the final charges exceed the non-binding estimated amount, the mover must deliver the household goods upon payment of the estimated amount plus 10% of that amount. (“110% provision/rule”). The mover must then defer the balance due on the charges for 30 days. The “110% rule” does not apply on shipments delivered to a warehouse(storage). Also the mover may collect charges for unexpected services at destination (*same as Binding Estimate below*). If you are given a verbal rate quote, with no written estimate to back it up, you do not have an estimate and will not have the protection of the “110% rule”.

Binding Estimate

Binding estimates must be in writing and are usually based on constructive weight. Movers may use other terms to designate a binding estimate or (set price), but all such estimates shall have clearly indicated on their faces that the estimate is binding on the mover. This means that you will pay the set price of the binding estimate even if your shipment weighs less than the estimated amount. The “110% rule” does not apply to binding estimates. Total transportation charges are expected at time of delivery. All binding estimates only cover the goods and services listed on the estimate. If you add items or request additional services, the mover may void the estimate or revise it. Ask your mover how your charges will be recomputed if the estimate is voided or revised. Some movers will re-estimate, while others will add charges to the original binding estimate. The mover may use estimated or actual weight in recomputing the charges, depending on the terms of the binding estimate tariff item.

Be sure to ask the mover if there are any exclusions in its tariff relative to binding estimates. For example, some movers exclude some or all storage-in-transit and related charges from binding estimates. Other movers may recompute the charges if you change the place of delivery to a point beyond a certain number of miles from the original destination. Most movers do not provide binding estimates on containerized shipments. Be sure to ask if the binding estimate excludes you from taking advantage of any other option that the mover offers, such as a binding percentage discount from the mover's transportation rate. You may be able to reduce your charges by being eligible for more than one of the mover's options.

By tariff provision, a binding estimate may be voided by the mover if the transportation does not commence within a specified period of time, usually 60 or 90 days from the date the estimate is signed. Also, the mover may withdraw the binding estimate prior to the loading of the shipment if the shipper adds items to the shipment after the binding estimate is prepared. After the shipment is loaded on the van, the mover cannot increase the binding estimate amount or withdraw the binding estimate because of rate increases or its miscalculation of the estimated weight of the shipment. However, if there are unexpected services at destination such as the following, the mover may charge and collect for these services at time of delivery: --long carry for extra footage beyond established allowable footage between the van and residence --storage --extra stair carry --elevator --shuttle(*When a large van cannot maneuver a street, road or hill, and the shipment must be placed in a smaller van in order to deliver it. This is the driver's decision as to whether the van*

cannot maneuver and a shuttle truck has to be used. Normally, a mover will take the driver's recommendations in case of a dispute.)

Guaranteed Not to Exceed Estimate

Be familiar with the difference between a binding estimate and a "guaranteed not to exceed" estimate, which is actually a hybrid binding estimate. With a "guaranteed not to exceed" estimate, you have the advantage of paying a price based on the lower weight. In a true binding estimate, the shipment is not weighed; constructed weight is used. In a "guaranteed not to exceed" situation, the shipment is given a constructive weight and then is actually weighed. The transportation charges are then determined on the lower of the two weights. Since it is not a true non-binding estimate, the 110% provision does not apply and total transportation charges are expected to be paid at time of delivery.

5. WHAT INFORMATION AND PAPERWORK IS THE MOVER REQUIRED TO GIVE ME?

- A. At the time of the Estimate and/or prior to the execution of the Order for Service:
- a copy of its written non-binding, binding, or guaranteed not to exceed estimate.
 - a copy of U.S. DOT's publication, Your Rights and Responsibilities When You Move
 - neutral dispute settlement/arbitration program information.
 - telephone number of the mover for inquiries and complaints.

At the time when the Order for Service has been executed:

- a copy of the order for service after it has been signed and dated by you and the mover.

At loading time at the time of pickup:

- a copy of the bill of lading/freight bill with mover's name (and inventory).

At unloading time at the time of delivery:

- a copy of the completed bill of lading/freight bill (and scale weight tickets when freight bill has been paid).

6. WHAT GOOD DOES AN ORDER FOR SERVICE DO; AND WHY IS IT REQUIRED?

A. A mover must prepare and give you an order for service. It helps protect the shipper and mover from any misunderstandings. Prior to loading, an order for service can be amended by agreement by both parties. Also, it is not unusual to see the estimate and order for service on the same form. The order for service must contain the following ten items of information:

1. Mover's name, address and the "MC" number of mover responsible for performing the move.
2. Shipper's name, address, (telephone).
3. Delivering agent's name, address, and telephone number, or agent located closest to destination.
4. Telephone number where the shipper can contact the mover.
5. Agreed pickup and delivery date(s) or spread of dates. If guaranteed service, the guaranteed date(s) and any penalty or per diem requirements.
6. Complete description of any special services.
7. Any identification or registration number assigned the shipment.
8. Amount of non-binding charge, maximum amount required to obtain the shipment at destination or maximum amount of binding estimate, terms of payment.
9. Whether the shipper requested notification of charges prior to delivery and the shipper's telephone number.
10. Signatures required for the shipper and mover/agent; the order for service must be given to the shipper when it is executed (signed and dated) by both parties.

Even if you call the mover for a verbal rate quote and decide on using that mover from your phone call, the mover is still required to give you an order for service. In these days of fax machines, there is no reason that the mover cannot fax you a copy of the order for service so that you can check it for the 10 required items of information, including the mover's signature. Sign it yourself and fax it back to the mover. This protects both you and the mover. The mover should also send you a copy

of Your Rights and Responsibilities When You Move by regular mail or direct you to a location where you may obtain a copy. If the mover is hesitant to fax you a copy of the order for service or give you a booklet, it may not be knowledgeable of required interstate consumer regulations.

7. WHAT IF THE MOVER DOES NOT PICK UP/ DELIVER MY GOODS ACCORDING TO THE SPREAD DATES OR PERIOD OF TIME ON THE ORDER FOR SERVICE AND BILL/LADING?

A. Movers are required to meet “reasonable dispatch” requirements. Reasonable dispatch means the performance of transportation on the dates or during the period of time agreed upon by the mover and the shipper and shown on the order for service/bill of lading, unless the shipment is moving under “guaranteed service” and provided that the defenses of force majeure (acts of God) as construed by the courts shall not be denied the mover.

If the dates are not met, a shipper may file an inconvenience or delay claim with the mover along with receipts, listing lodging and food expenses for all the days past the last day of the pickup and/or delivery spread dates. This claim must be filed within nine months of the date of delivery. If the mover disallows any part of the claim, the shipper must pursue a civil action within two years from the date the disallowance of the claim was made.

Transportation performed under a “guaranteed service” as provided in the mover’s tariffs is not subject to claims under violations of reasonable dispatch. Under guaranteed service, the mover must have rates for the transportation of household goods in its tariff which guarantees that it will pickup and deliver such household goods at the times specified in the contract for such services and provide a penalty or per diem payment in the event it fails to pick up or deliver at the specified time. The charges, if any, for such guarantee and penalty provision may vary to reflect one or more options available to meet a particular shipper’s need. A shipper’s claim for the mover’s failing to meet the guaranteed pledge must be filed according to the time period in the mover’s tariff. (See further discussion in Question No. 8.)

8. WHAT ARE SOME OF THE SERVICES OFFERED THAT I SHOULD UNDERSTAND: GUARANTEED SERVICE, ON-TIME PLEDGES FOR DELAY, RELEASED VALUATION PROTECTION, STANDARD PROTECTION PLANS, FULL OR REPLACEMENT PROTECTION PLANS, LIMITATION OF LIABILITY FOR ITEMS OF “EXTRAORDINARY” VALUE DECLARATION?

A. Guaranteed Service

Movers may offer guaranteed service and charge an additional amount for such service. Under a guaranteed service option, the mover contracts to pay a certain amount of money for each day it delays in picking up or delivering the shipment. The mover must enter the amount of this penalty or per diem on your order for service and bill of lading.

On-Time Pledges for Delay

Most movers require that a claim for the per diem amount be filed within 30 days after delivery. There may be other conditions that the mover imposes on guaranteed service. For example, some movers will only guarantee service on shipments of a certain weight transported during specific months. Others may limit the guarantee to shipments picked up or delivered to particular places. The guarantee may not apply to lost items or to smaller portions of shipment moved on more than one truck. The mover may agree that the penalty or per diem is all you can collect for delay or it may state that the penalty is in addition to any additional delay claim that may be paid. Most movers will not assume liability for delays due to conditions beyond their control. Be sure to ask your mover if there is a charge for guaranteed service and what conditions or limitations the mover applies to such service.

Released Value Protection

(This is not true insurance.) Movers' liability for loss or damage to goods caused by them is limited by a category of tariffs known as "released rates". Under a released-rate tariff the shipper releases his or her goods to the mover at an agreed value (or valuation) in case of loss or damage.

Standard Protection Plans

(These were formerly known as the old Interstate Commerce Commission valuation plans:)

Release the shipment to 60 cents per pound per article (and pay no additional amount for this protection). *(This is not true insurance.)* Depreciation applies. The "extraordinary value" option does not apply. For this option you must--in your own handwriting--on the appropriate bill of lading section write "60 cents per pound per article", and sign it.

Release the shipment to \$1.25 per pound, times the weight of the shipment in pounds (and pay 70 cents per \$100 or \$7.00 for each \$1,000 of declared value). *(This is not true insurance.)* Depreciation applies. The "extraordinary value" option does apply. If you do not release your shipment under the 60 cents plan or under any other option, your shipment will automatically be released at this amount.

Release to any lump sum in excess of \$1.25 per pound times the weight of the shipment if your shipment's value exceeds this amount (and pay 70 cents per \$100 or \$7.00 for each \$1,000 of the released or declared value). *(This is not true insurance.)* Depreciation applies. The "extraordinary value" option does apply.

Full or Replacement Value Protection Plans

(This is not true insurance.) Depreciation does not apply. These plans generally require you to declare a minimum valuation (value protection) on your shipment. Some plans require a minimum value of \$3.50 multiplied by the shipment weight. Others have a minimum such as \$5,000 or \$3.50 multiplied by the shipment's weight, whichever is greater. These plans cost about 90 cents per \$100 of valuation. A 4,000 pound shipment would be valued at \$14,000 (4,000 pounds times \$3.50), and the valuation charge would be \$126 (90 cents times \$14,000 divided by \$100). Most plans offer a lower rate if you will accept a deductible ranging from \$250 to \$500.

Full or replacement value does not mean that the mover will automatically replace an item. If a damaged item can be repaired, the mover usually reserves the right to make or to pay for the repairs. Most replacement value plans cover only inventoried items that are lost or not delivered. You must note that the item is missing on the driver's copy of the inventory at the time of delivery. In addition, you must file a properly documented claim and the mover's investigation must establish its liability. If you meet all of these requirements, some plans will replace the item or reimburse you for its loss even if you choose a deductible option.

Limitation of Liability for Items of "Extraordinary" Value Plan

(This is not true insurance.) Some movers belong to tariffs that allow them to offer limitation of liability for items of "extraordinary value". This means that all items or valuables that you consider to have a value in excess of \$100 per pound should be declared on a separate inventory

or receipt in order for you to be entitled to full recovery up to the declared value of the article(s), not to exceed the declared value of the entire shipment. If you do not declare all items or valuables that you consider to have a value in excess of \$100 per pound on a separate inventory or receipt, this will restrict the carrier's maximum liability to \$100 for each pound of any lost or damaged articles, based on actual article weight. This same information applies even if you select the full value protection option. Remember:

1. You must list all items you consider to have a value in excess of \$100 per pound on the separate inventory and sign the appropriate receipt in order to be entitled to full recovery up to the declared value of the article(s),
2. You should have proof of verification of the special value of these items.
3. You must be certain that the inventory and information is fully filled out, that you have a copy of this information and receipt and that the mover has a copy of it. (Mail a photocopy of it directly to the mover, yourself.)
4. You should have the driver check off these special items on your inventory at origin and check them off again, yourself, in the driver's presence at destination.

9. WHAT ABOUT CHOOSING "INSURANCE"; IS IT TRUE "INSURANCE" OR NOT?

A. What you are probably getting is released value protection. Look for deductibles and check the mover's tariff. *(See Question No. 8 for the definition of released value options for shippers. Please read more about these options described in the "The Mover's Liability for Loss and Damage" in Your Rights and Responsibilities When You Move booklet.)*

If the mover's tariff allows for the selling of true (actual) insurance, you may purchase it from or through the mover. This is the only option that issues an insurance policy or certificate. It is true insurance. The shipper writes, "60 cents per pound, per article", and signs the appropriate bill of lading portion. The shipper pays a premium to the mover on behalf of the insurance company and receives either a receipt or insurance policy or notice. The shipper deals directly with the insurance company in case of any loss or damage claim. The mover's liability is 60 cents per pound, per article. However, failure of the mover to issue a receipt, insurance policy or notice shall subject the mover to full liability for any loss or damage claims attributed to the mover.

10. IF I HAVE LOSS AND DAMAGE, HOW MUCH TIME DO I HAVE TO FILE A CLAIM? DO I NEED TO WAIT FOR THE MOVER TO SEND ME A CLAIM FORM; AND WHAT ABOUT ARBITRATION INFORMATION?

A. Although a claim should be filed as soon as possible, you have nine months from the date of delivery to file a claim. This means the claim should be in the mover's possession by nine months from the date of delivery, not postmarked by midnight on the last day of the nine months' deadline. You do not have to wait for a claim form if the mover has not sent one to you. If you wait to file beyond the nine months' time period, the claim is considered untimely by the courts.

Filing a Claim

A claim in writing by letter to the mover is acceptable as long as it meets the following minimum requirements:

1. Claim is filed within the time limits specified in the bill of lading (not less than nine months).
2. Claim has facts sufficient to identify the shipment and items which are the subject of the claim -- i.e., shipment or bill of lading number, inventory number and description.
3. Claim asserts the mover is liable for alleged loss, damage, injury or delay ("You lost/... my [item, etc.] and I expect you to repair/replace.").
4. Claim declares a specified or determinable amount of money for each lost/damaged item(s). (My item is worth \$.")(*Give a grand total for all the items on your claim.*)

Be sure to send the claim form or letter with claim information directly to the mover at its main office. Do not send the claim to the mover's local agent. The claim should be sent RETURN-RECEIPT-REQUESTED. Movers must acknowledge, in writing, receipt of your claim within 30 days after receiving it from you. Movers are allowed 120 days from the date a claim is filed to process it to conclusion. Otherwise, the mover must give the claimant a written status report every 60 days after the end of the 120-day period.

Disposition of Settlement

U.S. DOT has no authority to adjudicate claims. If a claimant is not satisfied with the settlement offered by a mover, the claimant must seek recourse through the courts or through arbitration. A household goods mover must offer arbitration as a means of settling disputes on loss and damage claims. If a claimant chooses instead to bring a law suit against the mover, the suit must be brought within two years of the date the mover gave first written notice of the disallowance of any part of the claim.

Arbitration Information

Since January 1, 1996, all common carrier household goods movers have been required to belong to a neutral dispute settlement program which arbitrates loss and damage claim matters on shipments transported after December 31, 1995. If the dispute involved a claim for \$1,000 or less and the shipper requested arbitration, such arbitration shall be binding on the parties. If the dispute involved a claim for more than \$1,000 and the shipper requested arbitration, such arbitration shall be binding on the parties only if the carrier agreed to arbitration (Section 14708,(b)(6) Title 49, U.S. Code). The limit for mandatory arbitration was recently increased from \$1,000 to \$5,000 for shipment transported after January 1, 2000, (Section 209 (b) Motor Carrier Safety Improvement Act of 1999) . Ask the mover which independent arbitration program it belongs to. Remember that depending on the arbitration program, you should file your loss and damage claim quickly, anywhere from 60 to 120 days from time of delivery. Shown below are current organizations handling household goods loss and damage arbitration programs:

-American Moving and Storage Association (AMSA) Phone: 703-683-7410, Fax: 703-683-7527, website: amsal@erols.com

-Fulcrum Institute Dispute Resolution Clinic Phone: 509-838-2799, Fax: 509-838-2799, Phone: 208-667-5325, Fax: 208-667-5325

-The Council of Better Business Bureau (BBB and IVAMS agreement) A state-by-state directory on the BBB website at www.bbb.org

-Inland Valley Arbitration and Mediation Services(IVAMS) Phone: 800-944-8267 Fax: 800-618-3474

-Interstate Dispute Resolution, LLC(IDR) Phone: 800-336-9917, Fax: 617-523-2180, website:info@IDR-LLC.com

11. IF I DO MY OWN PACKING, IS THE MOVER STILL RESPONSIBLE IF SOMETHING IS LOST/BROKEN? DOES THE MOVER HAVE THE RIGHT TO REPACK?

A. Yes. The mover usually has a tariff provision that allows it to repack carton(s) it feels are improperly packed, or if the carton(s) will cause harm to the rest of the shipment(s). The mover is also liable for any loss or damage caused during transit unless the sole cause for the loss/damage

was due to any of these common law defenses:

- an act of God,
- an act or omission of the shipper,
- an act of the public enemy,
- an act of the public authority,
- inherent vice.

Improper packing falls under “an act or omission of the shipper”. Since the sole cause for the damage must be the act of the shipper, any contributory damage by the mover would void the common law defense, and the mover would be responsible. Further, if the mover relies on this defense, the burden is on it to prove what the defect in the [packing] [carton] was. Additionally, if the mover had the opportunity to determine at origin that the goods were improperly packed but accepted them for transportation in that condition, it cannot rely on the common law defense since it was the mover’s duty to refuse improperly packed goods.

12. HOW LONG DO I HAVE TO FILE A GUARANTEED PLEDGE DELAY CLAIM?

A. You must file these special inconvenience claims for pickup and/or delivery delays according to the time period in the mover’s tariff. (Tariff example: “*Claim must be received in writing within 30 days from delivery.*”) The nine-month filing time provision does not apply to this particular type of inconvenience claim. (See *Questions No. 7, and No. 8. Guaranteed Service and On-Time Pledges for Delay.*) Failure of a mover to meet the “guaranteed service” pickup and delivery dates will not be considered a violation of the “reasonable dispatch” regulation.

13. WHAT SHOULD I BE AWARE OF ABOUT MY PICKUP/DELIVERY DATES?

A. Make sure the mover gives you a date or spread of dates on your order for service and bill of lading. Do not allow the information regarding these pickup or delivery date(s) or spread dates to remain blank on the order for service or bill of lading forms as this may delay your shipment. Make sure your order for service dates are transferred to your bill of lading unless you have made arrangements for another date or spread of days. If you see language showing a period of time, such as “in a few weeks after pickup,” or, “as soon as possible”, have it translated into specific calendar dates. Make sure these dates are on your bill of lading.

At Pickup

- BE SURE YOU RECEIVE A BILL OF LADING/RECEIPT(NOT JUST THE INVENTORY) showing the name of the mover responsible for transporting your goods, along with the mover’s address, telephone number, and “MC” number.
- Be sure that all spread dates, destination address and contact telephone numbers are correct.
- YOU ARE RESPONSIBLE to accept pickup from the first date to the last date on your pickup spread of dates. If the mover comes before the agreed pickup date or pickup spread of dates, and puts your goods into storage, it is at the mover’s convenience, and you should not be assessed charges for this storage.
- If you cannot be present or stay while your goods are being picked up, have a responsible person act on your behalf. Do not leave because you have made other transportation arrangements. *No one will be as completely concerned about your property as you are.*

At Delivery

- YOU ARE RESPONSIBLE to accept delivery of your goods from the first date to the last date of the delivery spread dates.
- Do not hold to any specific date the driver says. Do not depend on any specific date the driver gives you for delivery--it is not binding. Only the date or spread of dates on the order for service and bill of lading are binding. For example, this means that if your spread dates are May 1-7, and the driver says he/she will deliver your goods on May 6, do not depend on that statement. It is your responsibility to be available May 1 through May 7, to accept delivery. Delivery time should be established in the mover's tariff. It usually means normal business hours. However, the driver may arrive early in the morning or after dark.
- Someone should be at your destination residence from the first day of the delivery spread dates to the last day of the delivery spread to accept your goods. Tendering of delivery has historically meant a knock on the door. Depending on the miles involved, the driver could wait up to two hours at the destination address if no one is there when the van arrives. If no one is there to accept the shipment after the expiration of the waiting time, the goods will be put into local storage or taken back to another facility. Some drivers, however, just try to call your contact number. If they are unable to reach you, they will put your things into storage. You do not want this to happen as it will usually double your transportation bill (transportation charges + storage + in-and-out-of storage charges).

14. WHAT SHOULD I BE AWARE OF ABOUT THE LOADING OF MY FURNITURE?

A.

- Make certain you are there (or a responsible person you delegate) to oversee the loading of your furniture. DON'T LEAVE.
- Look at the mover's description of your furniture on the inventory (initials for chipped, marred, etc.). If you do not agree with the mover's descriptions, you should make certain the items' conditions are listed on both the driver's copy and your copy of the inventory - more importantly on the driver's copy.
- Make certain all the furniture, cartons/boxes you are taking are listed.
- Make certain you have a copy of the bill of lading, inventory, order for service/estimate, household goods booklet, numbers to call, etc. Do not have these documents packed with your shipment.

15. WHAT ABOUT THE WEIGHING OF MY SHIPMENT; AND WHAT ABOUT WEIGHT BUMPING?

A. Cubic Footage or Volume Weight

Unless the mover has a provision in its tariff which allows for charging you based on weight by volume, or cubic footage, it must abide by the scale weighing procedures. The mover should have a provision which explains how a shipment is displaced from the traditional weight to cubic feet basis.

Scale Weighing

You do have the right to watch your shipment weighed. If you are not watching the weighing of your shipment, be sure that when your shipment is picked up, there is a TARE weight listed on your copy and the driver's copy of the bill of lading. The TARE weight is the weight of the vehicle without your household goods loaded. After the loading of your goods, the driver returns to the scale and obtains a GROSS weight (the combined weight of the truck, and any other shipments already included in the TARE weight, and your shipment). The difference between the TARE weight and the GROSS weight is the weight of your shipment alone (NET weight).

U.S. DOT regulations state that a certified scale or one certified by a State authority must be used. The States have jurisdiction over the scales, U.S. DOT has jurisdiction over the weighing procedure and the information on your weight tickets. Your weight ticket must be signed by the person performing the weighing and must contain the following minimum information:

1. The complete name and location of the scale.
2. The date of each weighing.
3. Identification of the weight entries as being the TARE, GROSS and/or NET weights.
4. The company or mover identification of the vehicle.
5. The last name of the shipper as it appears on the bill of lading.
6. The mover's shipment registration or bill of lading number.
7. *(The original weight ticket or tickets relating to the determination of the weight of a shipment must be retained by the mover as part of the file. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by TRUE copies of the weight tickets.)*

More than likely, the weight tickets will show two different scales involved. If there are several shipments on the van, it would not be unusual for the GROSS weight of the last shipment to also be the TARE weight of your shipment. *(This is allowed as long as the driver and helper were both off the truck and the fuel tank was full or at the same level for both shipments.)* If you are watching both weighs, (TARE and GROSS), again, the driver and helper must be OFF the truck and fuel tanks must be FULL or SAME LEVEL both times.

Reverse Scale Weighing

The reverse weighing procedure occurs at destination. First, the GROSS weight is obtained; then your shipment is unloaded. The van goes to the scale again, minus your shipment, and gets the TARE weight. The difference between the two weights is the weight of your shipment (NET).

Scale Reweighing

Upon reasonable request, you DO have the right to ask for a reweigh before the shipment is unloaded at destination. You are not charged for a reweigh; HOWEVER, the reweigh weight will be the one that counts for the final charges, NOT the lower of the two weights.

Scale Weight Bumping

Weight bumping is the falsification of shipment weights to make a shipment appear to weigh more than it does. The use of binding estimates has helped to eliminate the practice. The statutory penalty for weight bumping is at least \$1,000, but not more than a \$10,000 fine, and not more than two years imprisonment, or both (Section 14913, Title 49 U.S. Code).

The most common ways that weights are bumped are:

- improperly adjusting the weight or weight tickets (a false light, TARE weight produces a higher GROSS weight).
- weighing the truck for a TARE weight with the fuel tanks nearly empty, and then weighing the truck with full fuel tanks for the GROSS weight.
- weighing the truck for a TARE weight without loading equipment, i.e., hand trucks, handcarts, pads, etc., and then weighing the truck with the loading equipment on the vehicle for the GROSS weight.
- loading numerous heavy items (bricks, steel plates, etc.) for a heavier GROSS weight.

16. WHAT SHOULD I BE AWARE OF ABOUT THE DELIVERY OF MY FURNITURE?

A. Payment of Charges

It is not unusual at destination for the driver to ask for, or expect payment of transportation charges before the truck is unloaded, or before the van doors are opened. This is allowed by law. Payment is usually required to be made by certified check, cash, or money order unless prior credit or credit card arrangements were made and approved by the mover. (Also see discussion of 110% rule in Question No. 4.)

Whenever a shipment is delivered on more than one truck, it is the mover's option as to whether the driver will collect charges for each portion of the shipment delivered, or wait until all portions have been delivered. In the event charges are collected for each portion, however, the total charges assessed by the mover must not exceed the charges due for the entire shipment. In other words, the same transportation rate must be used on all portions.

Clear Receipt

At origin, it is the DRIVER's responsibility to list the condition of your shipment on the inventory. This is the time to agree or disagree with the mover's description of the condition of your items. At destination, it is YOUR responsibility to list the condition of your shipment. If there are items missing or damaged, you must try to make an indication on the driver's copy and your copy of the inventory. You will not be able to open every box. Just put an "X" on the boxes (at origin) that contain breakables so that at destination you can note the condition of the boxes.

The shipper must establish a *prima facie* case of carrier liability. Although a mover is liable for any loss or damage caused during transit, the courts have held that it is the burden of the claimant to establish a *prima facie* case of carrier liability. The normal method of establishing a case of mover liability is by taking proper exceptions of loss and/or damage on the freight bill. Since the bill of lading as a receipt can be rebutted, the claimant can attempt to overcome the clear receipt by other clear and convincing evidence.

17. WHAT ABOUT COMPLAINTS?

A. All moving companies are required to provide a written description of their customer complaint and inquiry handling procedures and a telephone number which the shipper may use to communicate with the mover with a clear and concise statement covering who shall pay for such calls. The telephone number should be with the informational material provided to you by the mover, as well as on the order for service and the bill of lading.

Although the U. S. DOT attempts to assist complainants, it does not have the statutory jurisdiction to adjudicate complaints to a final resolution. As a result, a shipper may be in a better position to protect his/her interests by pursuing private legal action.

Under Section 14704, Title 49, U.S. Code, a person is authorized to pursue private legal action to enforce an order of the Secretary or the Surface Transportation Board (of the U. S. DOT), and to recover damages caused by a mover or broker operating in violation of federal law. It also makes a mover liable to a person for rates charged in excess of those contained in a tariff, and it establishes procedures for pursuing these remedies.

Under Section 14707, Title 49, U.S. Code, a person injured by an unregistered and/or uninsured carrier or broker is authorized to file a civil action to enforce the registration and insurance provisions. That statute also provides for the recovery of attorney's fees and court costs.

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