

# YOUR RIGHTS AND RESPONSIBILITIES

*Department of Transportation Federal Motor Carrier Safety Administration 49 CFR Part 375 Transportation of Household Goods – Consumer Protection Regulations Appendix A to Part 375 — Your Rights and Responsibilities When You Move*

*You must furnish this document to prospective individual shippers as required by 49 CFR 375.213. The text as it appears in this appendix may be reprinted in a form and manner chosen by you, provided it complies with § 375.213(b)(2) and (b)(3). You are not required to italicize titles of sections.*

## **YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE (OMB No. 2126–0025)**

### **Furnished by Your Mover, as Required by Federal Law**

**Authority:** 49 U.S.C. 13301, 13704, 13707, and 14104; 49 CFR 1.73.

#### *What Is Included in This Booklet?*

In this booklet, you will find a discussion of each of these topics:

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### ***Why Was I Given This Booklet?***

The Federal Motor Carrier Safety Administration's (FMCSA) regulations protect consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers. The household goods carrier (mover) gave you this booklet to provide information about your rights and responsibilities as an individual shipper of household goods. Your primary responsibility is to select a reputable household goods carrier, ensure that you understand the terms and conditions of the contract, and understand and pursue the remedies that are available to you in case problems arise. You should talk to your mover if you have further questions. The mover will also furnish you with additional written information describing its procedure for handling your questions and complaints and a telephone number you can call to obtain additional information about your move.

### ***What Are the Most Important Points I Should Remember From This Booklet?***

1. Movers must give written estimates.
2. Movers may give binding estimates.
3. Non-binding estimates are not always accurate; actual charges may exceed the estimate.
4. If your mover provides you (or someone representing you) with any partially complete document for your signature, you should verify the document is as complete as possible before signing it. Make sure the document contains all relevant shipping information, except the actual shipment weight and any other information necessary to determine the final charges for all services performed.
5. You may request from your mover the availability of guaranteed pickup and delivery dates.
6. Be sure you understand the mover's responsibility for loss or damage, and request an explanation of the difference between valuation and actual insurance.
7. You have the right to be present each time your shipment is weighed.
8. You may request a re-weigh of your shipment.
9. If you agree to move under a non-binding estimate, you should confirm with your mover—in writing—the method of payment at delivery as cash, certified check, money order, cashier's check, or credit card.
10. Movers must offer a dispute settlement program as an alternative means of settling loss or damage claims. Ask your mover for details.
11. You should ask the person you speak to whether he or she works for the actual mover or a household goods broker. A household goods broker only arranges for the transportation. A household goods broker must not represent itself as a mover. A household goods broker does not own trucks of its own. The broker is required to find an authorized mover to provide the transportation. You should know that a household goods broker generally has no authority to provide you an estimate on behalf of a specific mover. If a household goods broker provides you an estimate, it may not be binding on the actual mover and you may have to pay the actual charges the mover assesses. A household goods broker is not responsible for loss or damage.
12. You may request complaint information about movers from FMCSA under the Freedom of Information Act (FOIA). You may be assessed a fee to obtain this information. See 49 CFR Part 7 for the schedule of fees.
13. You should seek estimates from at least three different movers. You should not disclose any information to the different movers about their competitors, as it may affect the accuracy of their estimates.

### ***What If I Have More Questions?***

If this booklet does not answer all of your questions about your move, do not hesitate to ask your 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.

### **Subpart 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.

#### **Who Must Follow the Regulations?**

The regulations inform motor carriers engaged in the interstate transportation of household goods (movers) what standards they must follow when offering services to you. You, an individual shipper, are not directly subject to the regulations. However, your mover may be required by the regulations to force you to pay on time. The regulations only apply to your mover when the mover transports your household goods by motor vehicle in interstate commerce – that is, when you are moving from one State to another. The regulations do not apply when your interstate move takes place within a single commercial zone.

A commercial zone is roughly equivalent to the local metropolitan area of a city or town. For example, a move between Brooklyn, New York, and Hackensack,

New Jersey would be considered to be within the New York City commercial zone and would not be subject to these regulations. Commercial zones are defined in 49 CFR Part 372.

#### **What Definitions Are Used in This Booklet?**

**Accessorial (Additional) Services**— These are services such as packing, appliance servicing, unpacking, or piano stair carries that you request to be performed (or that are necessary because of landlord requirements or other special circumstances). Charges for these services may be in addition to the line haul charges.

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

**Advertisement**— This is any communication to the public in connection with an offer or sale of any interstate household goods transportation service. This will include written or electronic database listings of your mover's name, address, and telephone number in an on-line database. This excludes listings of your mover's name, address, and telephone number in a telephone directory or similar publication. However, the Yellow Pages advertising is included within the definition.

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

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

**Bill of Lading**— The receipt for your goods and the contract for their transportation.

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

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

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

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

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

**Expedited Service**— This is an agreement with the mover to perform transportation by a set date in exchange for charges based upon a higher minimum weight.

**Flight Charge**— A charge for carrying items up or down flights of stairs.

Charges for these services may be in addition to the line-haul charges.

**Guaranteed Pickup and Delivery Service**— An additional level of service featuring guaranteed dates of service. Your mover will provide reimbursement to you for delays. This premium service is often subject to minimum weight requirements.

**High-Value Article**— These are items included in a shipment valued at more than \$100 per pound (\$220 per kilogram).

**Household Goods**— As used in connection with transportation, means the personal effects or property used, or to be used, in a dwelling, when part of the equipment or supplies of the dwelling. Transporting of the household goods must be arranged for and paid by you or another individual on your behalf. This may include items moving from a factory or store when you purchase them to use in your dwelling. You must request that these items be transported, and you (or another individual on your behalf) must pay the transportation charges to the mover.

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

**Individual Shipper**— Any person who:

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

**Impracticable Operations**— Generally refer to services required when operating conditions make it physically impossible for the carrier to perform pickup or delivery with its normally assigned road-haul equipment; requires the use of smaller equipment and/or additional labor to complete pickup or delivery of a shipment. A mover may require payment of additional charges for impracticable operations, even if you do not request these services. The specific services considered to be impracticable operations by your mover are defined in your mover's tariff. **Inventory**—The detailed descriptive list of your household goods showing the number and condition of each item.

**Line-Haul Charges**— The charges for the vehicle transportation portion of your move. These charges, if separately stated, apply in addition to the accessorial service charges.

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

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

**Mover**— A motor carrier engaged in the transportation of household goods and its household goods agents.

**Must**— A legal obligation. You or your mover must do something.

**Order for Service**— The document authorizing the mover to transport your household goods.

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

**Peak Season Rates**— Higher line-haul charges applicable during the summer months. 470

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

**Reasonable Dispatch**— The performance of transportation on the dates, or during the period of time, agreed upon by you and your mover and shown on the Order for Service/Bill of Lading. For example, if your mover deliberately withholds any shipment from delivery after you offer to pay the binding estimate, or 110 percent of a non-binding estimate, plus any charges for additional services you requested, or permissible charges for impracticable operations that were not included in the estimate, your mover has not transported the goods with reasonable dispatch. The term “reasonable dispatch” excludes transportation provided under your mover’s tariff provisions requiring guaranteed service dates. Your mover will have the defense of force majeure, *i.e.*, the contract cannot be performed owing to causes that are outside the control of the parties and that could not be avoided by exercise of due care.

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

**Shuttle Service**— The use of a smaller vehicle to provide service to residences not accessible to the mover’s normal line-haul vehicles.

**Storage-In-Transit (SIT)**— The temporary warehouse storage of your shipment, pending further transportation, with or without notification to you. If you (or someone representing you) cannot accept delivery on the agreed-upon date or within the agreed-upon time period (for example, because your home is not quite ready to occupy), your mover may place your shipment into SIT without notifying you. In those circumstances, you will be responsible for the added charges for SIT service, as well as the warehouse handling and final delivery charges. However, your mover also may place your shipment into SIT if your mover was able to make delivery before the agreed-upon date (or before the first day of the agreed-upon delivery period), but you did not concur with early delivery. In those circumstances, your mover must notify you immediately of the SIT, and your mover is fully responsible for redelivery charges, handling charges, and storage charges.

**Surface Transportation Board**— An agency within the U.S. Department of Transportation that regulates household goods carrier tariffs, among other responsibilities. The Surface Transportation Board’s address is 1925 K Street, NW, Washington, DC 20423–0001, Telephone 202–565–1674.

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

**Valuation**— The degree of worth of the shipment. The valuation charge compensates the mover for assuming a greater degree of liability than is provided for in its base transportation charges.

**Warehouse Handling**— A charge may be applicable each time SIT service is provided. Charges for these services may be in addition to the line-haul charges. This charge compensates the mover for the physical placement and removal of items within the warehouse.

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

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

## **Where May Other Terms Used In This Booklet Be Defined?**

You may find other terms used in this booklet defined in 49 U.S.C. 13102. The statute controls the definitions in this booklet. If terms are used in this booklet and the terms are defined neither here nor in 49 U.S.C. 13102, the terms will have the ordinary practical meaning of such terms.

### *Subpart B—Before Requesting Services From Any Mover*

#### **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.

Your mover is liable for loss of, or damage to, any household goods to the extent provided in the current Surface Transportation Board's Released Rates Order. You may obtain a copy of the current Released Rates Order by contacting the Surface Transportation Board at the address provided under the definition of the Surface Transportation Board. The rate may be increased annually by your mover based on the U.S. Department of Commerce's Cost of Living Adjustment. Your mover may have additional liability if your mover sells liability insurance to you.

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.

*Full-Value Protection (FVP)* —This is the most comprehensive option available for the protection of your goods.

#### **Unless you waive full-value protection in writing and agree to Released Value Protection as described below, your shipment will be transported under your mover's FULL**

**(REPLACEMENT) VALUE level of liability.** If any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, either: 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; 2) replace the article with an article of like kind; or 3) pay you for the cost of a replacement article at the current market replacement value, regardless of the age of the lost or damaged article. Your mover will charge you for this level of protection, or you may select the alternative level of liability described below.

The cost for FVP is based on the value that you place on your shipment; for example, the valuation charge for a shipment valued at \$25,000 would be about \$250.00. However, the exact cost for full-value protection may vary by mover and may be further subject to various deductible levels of liability that may reduce your cost. Ask your mover for the details and cost of its specific plan.

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

**Release Value of 60 Cents Per Pound Per Article.** This is the most economical protection option available; however, this no-cost option provides only minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound, per article. Loss or damage claims are settled based on the weight of the article multiplied by 60 cents per pound. For example, if a 10-pound stereo

component, valued at \$1,000 were lost or destroyed, the mover would be liable for no more than \$6.00 (10 pounds x 60 cents per pound). Obviously, you should think carefully before agreeing to such an arrangement. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it. If you do not select this alternative level of liability, your shipment will be transported at the Full (Replacement) Value level of liability and you will be assessed the applicable valuation charge.

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

In addition to these options, some movers 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 value

[60 cents per pound (\$1.32 per kilogram) per article]. This is not valuation coverage governed by Federal law, but optional insurance regulated under State law. If you purchase this separate coverage and your mover is responsible for loss or damage, 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.

### **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 three circumstances:

1. You include perishable, dangerous, or hazardous materials in your household goods without your mover's knowledge.
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.
3. You fail to notify your mover in writing of articles valued at more than \$100 per pound (\$220 per kilogram). (If you *do* notify your mover, you will be entitled to full recovery up to the declared value of the article or articles, not to exceed the declared value of the entire shipment.)

### **What Are Dangerous or Hazardous Materials That May Limit or Reduce My Mover's Normal Liability?**

Federal law forbids you to ship hazardous materials in your household goods boxes or luggage without informing your mover. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). You could also lose or damage your household goods by fire, explosion, or contamination.

If you offer hazardous materials to your mover, you are considered a hazardous materials shipper and must comply with the hazardous materials requirements in 49 CFR Parts 171, 172, and 173, including but not limited to package labeling and marking, shipping papers, and emergency response information. Your mover must comply with 49 CFR Parts 171, 172, 173, and 177 as a hazardous materials carrier. Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples include the following: nail polish remover, paints, paint thinners, lighter fluid, gasoline, fireworks, oxygen bottles, propane cylinders, automotive



repair and maintenance chemicals, and radio-pharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your household goods and certain smoking materials carried on your person. For further information, contact your mover.

**May My Mover Have Agents?**

Yes, your mover may have agents. If your mover has agents, your mover must have written agreements with its prime agents. Your mover and its retained prime agent must sign their agreements. Copies of your mover's prime agent agreements must be in your mover's files for a period of at least 24 months following the date of termination of each agreement.

### **What Items Must Be in My Mover's Advertisements?**

Your mover must publish and use only truthful, straightforward, and honest advertisements. Your mover must include certain information in all advertisements for all services (including any accessorial services incidental to or part of interstate transportation). Your mover must require each of its agents to include the same information in its advertisements. The information must include the following two pieces of information about your mover:

1. Name or trade name of the mover under whose U.S. DOT number the advertised service will originate.
2. U.S. DOT number, assigned by FMCSA, authorizing your mover to operate. Your mover must display the information as: U.S. DOT No. (assigned number).

You should compare the name or trade name of the mover and its U.S. DOT number to the name and U.S. DOT number on the sides of the truck(s) that arrive at your residence. The names and numbers should be identical. If the names and numbers are not identical, you should ask your mover immediately why they are not. You should not allow the mover to load your household goods on its truck(s) until you obtain a satisfactory response from the mover's local agent. The discrepancies may warn of problems you will have later in your business dealings with this mover.

### **How Must My Mover Handle Complaints and Inquiries?**

All movers are expected to respond promptly to complaints or inquiries from you, the customer. 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 documents relating to your move. *Particularly important is the number assigned to your shipment by your mover.*

Interstate movers are also required to offer neutral arbitration as a means of resolving consumer disputes involving loss of or damage to your household goods shipment and disputes regarding charges that your mover billed in addition to those collected at delivery. Your mover is required to provide you with information regarding its arbitration program. You have the right to pursue court action under 49 U.S.C. 14706 to seek judicial redress directly rather than participate in your mover's 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 mover, and whether the mover will pay for such telephone calls. Your mover's procedure must include the following four items:

1. A communications system allowing you to communicate with your mover's principal place of business by telephone.
2. A telephone number.
3. A clear and concise statement about who must pay for complaint and inquiry telephone calls.
4. A written or electronic record system for recording all inquiries and complaints received from you by any means of communication.

Your mover must give you a clear and concise written description of its procedure. You may want to be certain that the system is in place.

### **Do I Have the Right to Inspect My Mover's Tariffs (Schedules of Rates or Charges) Applicable to My Move?**

Federal law requires your mover to advise you of your right to inspect your mover's tariffs (its schedules of rates or charges) governing your shipment. Mover's tariffs are made a part of the contract of carriage (bill of lading) between you and the mover. You may inspect the tariff at the mover's facility, or, upon request, the mover will furnish you a free copy of any tariff provision containing the mover's rates, rules, or charges governing your shipment.

Tariffs may include provisions limiting the mover's liability. This would generally be described in a section on declaring value on the bill of lading. A second tariff provision may set the periods for filing claims. This would generally be described in Section 6 on the reverse side of a bill of lading. A third tariff provision may reserve your mover's right to assess additional charges for additional services performed. For non-binding estimates, another tariff provision may base charges upon the exact weight of the goods transported. Your mover's tariff may contain other provisions that apply to your move. Ask your mover what they might be, and request a copy.

### **Must My Mover Have an Arbitration Program?**

Your mover must have an arbitration program for your use in resolving disputes concerning loss or damage to your household goods and disputes regarding charges that were billed to you in addition to those collected at delivery of your shipment. You have the right not to participate in the arbitration program. You may pursue court action under 49 U.S.C. 14706 to seek judicial remedies directly. Your mover must establish and maintain an arbitration program with the following 11 minimum elements:

1. The arbitration program offered to you must prevent your mover from having any special advantage because you live or work in a place distant from the mover's principal or other place of business.
2. Before your household goods are tendered for transport, your mover must provide notice to you of the availability of neutral arbitration, including the following three items:
  - a. A summary of the arbitration procedure.
  - b. Any applicable costs.
  - c. A disclosure of the legal effects of electing to use arbitration.
3. Upon your request, your mover must provide information and forms it considers necessary for initiating an action to resolve a dispute under arbitration.
4. Each person authorized to arbitrate must be independent of the parties to the dispute and capable of resolving such disputes fairly and expeditiously. Your mover must ensure the arbitrator is authorized and able to obtain from you or your mover any material or relevant information to carry out a fair and expeditious decision-making process.
5. You must not be required to pay more than one-half of the arbitration's cost. The arbitrator may determine the percentage of payment of the costs for each party in the arbitration decision, but must not make you pay more than half.
6. Your mover must not require you to agree to use arbitration before a dispute arises.
7. You and your mover will be bound by arbitration for claims of \$10,000 or less if you request arbitration.
8. You and your mover will be bound by arbitration for claims of more than \$10,000 only if you request arbitration and your mover agrees to it.
9. If you and your mover both agree, the arbitrator may provide for an oral presentation of a dispute by a party or representative of a party.
10. The arbitrator must render a decision within 60 days of receipt of written notification of the dispute, and a decision by an arbitrator may include any remedies appropriate under the circumstances.
11. The 60-day period may be extended for a reasonable period if you fail, or your mover fails, to provide information in a timely manner. Your mover must produce and distribute a concise, easy-to-read, and accurate summary of its arbitration program.

## **Must My Mover Inform Me About My Rights and Responsibilities Under Federal Law?**

Yes, your mover must inform you about your rights and responsibilities under Federal law. Your mover must produce and distribute this document. It should be in the general order and contain the text of Appendix A to 49 CFR Part 375.

## **What Other Information Must My Mover Provide To Me?**

At the time your mover provides a written estimate, it must provide you with a copy of the U.S. Department of Transportation publication FMCSA-ESA-03-005 entitled "Ready to Move?" (or its successor publication). Before your mover executes an order for service for a shipment of household goods, your mover must furnish you with the following four documents:

1. The contents of Appendix A, "Your Rights and Responsibilities When You Move" - this booklet.
2. A concise, easy-to-read, and accurate summary of your mover's arbitration program.
3. A notice of availability of the applicable sections of your mover's tariff for the estimate of charges, including an explanation that you may examine the tariff sections, or have copies sent to you upon request.
4. A concise, easy-to-read, accurate summary of your mover's customer complaint and inquiry handling procedures. Included in this summary must be the following two items:
  - a. The main telephone number you may use to communicate with your mover.
  - b. A clear and concise statement concerning who must pay for telephone calls.

Your mover may, at its discretion, provide additional information to you.

## **How Must My Mover Collect Charges?**

Your mover must issue you an honest, truthful freight or expense bill for each shipment transported.

Your mover's freight or expense bill must contain the following 17 items:

1. Name of the consignor.
2. Name of the consignees.
3. Date of the shipment.
4. Origin point.
5. Destination points.
6. Number of packages.
7. Description of the freight.
8. Weight of the freight (if your shipment is moved under a non-binding estimate).
9. Exact rate(s) assessed.
10. Disclosure of the actual rates, charges, and allowances for the transportation service, when your mover electronically presents or transmits freight or expense bills to you. These rates must be in accordance with the mover's applicable tariff.
11. An indication of whether adjustments may apply to the bill.
12. Total charges due and acceptable methods of payment.
13. The nature and amount of any special service charges.
14. The points where special services were rendered.
15. Route of movement and name of each mover participating in the transportation.
16. Transfer points where shipments moved.
17. Address where you must pay or address of bill issuer's principal place of business.

Your mover must present its freight or expense bill to you within 15 days of the date of delivery of a shipment at its destination. The computation of time excludes Saturdays, Sundays, and Federal holidays. If your mover lacks sufficient information to compute its charges, your mover must present its freight bill for payment within 15 days of the date when sufficient information does become

available.

### **May My Mover Collect Charges Upon Delivery?**

Yes. Your mover must specify the form of payment acceptable at delivery when the mover prepares an estimate and order for service. The mover and its agents must honor the form of payment at delivery, except when you mutually agree to a change in writing. The mover must also specify the same form of payment when it prepares your bill of lading, unless you agree to a change. See also “May my mover accept charge or credit cards for my payments?”

You must be prepared to pay ten percent more than the estimated amount, if your goods are moving under a non-binding estimate. Every collect-on-delivery shipper must have available 110 percent of the estimate at the time of delivery. In addition, your mover may also collect at the time of delivery the cost of any additional services that you requested after the contract with your mover was executed that were not included in the estimate, and the charges for impracticable operations needed to accomplish delivery, as defined by the carrier’s tariff. Additional charges collected at the time of delivery for impracticable operations may not exceed 15 percent of all other charges due at the time of delivery. You must pay all remaining charges for impracticable operations within 30 days after you receive the mover’s freight bill.

### **May My Mover Extend Credit to Me?**

Extending credit to you is not the same as accepting your charge or credit card(s) as payment. Your mover may extend credit to you in the amount of the tariff charges. If your mover extends credit to you, your mover becomes like a bank offering you a line of credit, whose size and interest rate are determined by your ability to pay its tariff charges within the credit period. Your mover must ensure you will pay its tariff charges within the credit period. Your mover may relinquish possession of freight before you pay its tariff charges, at its discretion.

The credit period must begin on the day following presentation of your mover’s freight bill to you. Under Federal regulation, the standard credit period is 7 days, excluding Saturdays, Sundays, and Federal holidays. Your mover must also extend the credit period to a total of 30 calendar days if the freight bill is not paid within the 7-day period. A service charge equal to one percent of the amount of the freight bill, subject to a \$20 minimum, will be assessed for this extension and for each additional 30-day period the charges go unpaid.

Your failure to pay within the credit period will require your mover to determine whether you will comply with the Federal household goods transportation credit regulations in good faith in the future before extending credit again.

### **May My Mover Accept Charge or Credit Cards for My Payments?**

Your mover may allow you to use a charge or credit card for payment of the freight charges. Your mover may accept charge or credit cards whenever you ship with it under an agreement and tariff requiring payment by cash or cash equivalents. Cash equivalents are a certified check, money order, or cashier’s check (a check that a financial institution—bank, credit union, savings and loan—draws upon itself and that is signed by an officer of the financial institution).

If your mover allows you to pay for a freight or expense bill by charge or credit card, your mover deems such a payment to be equivalent to payment by cash, certified check, or cashier's check. It must note in writing on the order for service and the bill of lading whether you may pay for the transportation and related services using a charge or credit card. You should ask your mover at the time the estimate is written whether it will accept charge or credit cards at the time of delivery.

The mover must specify what charge or credit cards it will accept, such as American Express™, Discover™, MasterCard™, or Visa™. If your mover agrees to accept payment by charge or credit card, you must arrange with your mover for the delivery only at a time when your mover can obtain authorization for your credit card transaction. If you cause a charge or credit card issuer to reverse a transaction, your mover may consider your action tantamount to forcing your mover to provide an involuntary extension of its credit.

#### Subpart C—Service Options Provided

##### **What Service Options May My Mover Provide?**

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.

One service option is a *space reservation*. If you agree to have your shipment transported under a space reservation agreement, you will pay for a minimum number of cubic feet of space in the moving van, regardless of how much space in the van your shipment actually occupies.

A second option is *expedited service*. This aids you if you must have your shipments transported on or between specific dates when the mover could not ordinarily agree to do so in its normal operations.

A third 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.

Another service option is *guaranteed service on or between agreed dates*. You enter into an agreement with the mover where the mover 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 19 diem) regardless of the expense you might actually 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 pay.

##### **Transport of Shipments on Two or 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 may occur if your mover has underestimated the cubic feet (meters) of space required for your shipment and it will not all fit on the first truck. Your mover will pick up the remainder, or "leave behind," on a second truck at a later time, and this part of your shipment may arrive at the destination later than the first truck. When this occurs, your transportation charges will be determined as if the entire shipment had moved on one truck.

If it is important for you to avoid this inconvenience of a "leave behind," be sure your estimate includes an accurate calculation of the cubic feet (meters) required for your shipment. Ask your estimator to use a "Table of Measurements" form in making this calculation. Consider asking for a binding estimate. A binding estimate is more likely to be conservative with regard to cubic feet (meters) than a non-binding estimate. If the mover offers space reservation service, consider purchasing this service for the necessary amount of space plus some margin for error.

In any case, you would be prudent to "prioritize" your goods in advance of the move so the driver will

load the more essential items on the first truck if some are left behind.

### **If My Mover Sells Liability Insurance Coverage, What Must My Mover Do?**

If your mover provides the service of selling additional liability insurance, your mover must follow certain regulations.

Your mover, its employees, or its agents, may sell, offer to sell, or procure additional liability insurance coverage for you for loss or damage to your shipment if you release the shipment for transportation at a value not exceeding 60 cents per pound (\$1.32 per kilogram) per article.

Your mover may offer, sell, or procure any type of insurance policy covering loss or damage in excess of its specified liability.

Your mover must issue you a policy or other appropriate evidence of the insurance you purchased. Your mover must provide a copy of the policy or other appropriate evidence to you at the time your mover sells or procures the insurance. Your mover must issue policies written in plain English.

Your mover must clearly specify the nature and extent of coverage under the policy. Your mover's failure to issue you a policy, or other appropriate evidence of insurance you purchased, will subject your mover to full liability for any claims to recover loss or damage attributed to it.

Your mover's tariff must provide for liability insurance coverage. The tariff must also provide for the base transportation charge, including its assumption of full liability for the value of the shipment. This would offer you a degree of protection in the event your mover fails to issue you a policy or other appropriate evidence of insurance at the time of purchase.

#### Subpart D—Estimating Charges

### **Must My Mover Estimate the Transportation and Accessorial Charges for My Move?**

We require your mover to 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 must provide you a written estimate of all charges, including transportation, accessorial, and advance charges. Your mover's "rate quote" is not an estimate. You and your mover must sign the estimate of charges. Your mover must provide you with a dated copy of the estimate of charges at the time you sign the estimate.

If the location that you are moving from is located within a 50 mile radius of your mover's (or its agent's) place of business, the estimate that your mover provides to you must be based on a physical survey of your goods. You may waive the requirement for a physical survey if you choose, but your waiver must be in the form of a written agreement signed by you before your shipment is loaded.

You should be aware that if you receive an estimate from a household goods broker, the mover may not be required to accept the estimate. Be sure to obtain a written estimate from the mover if a mover tells you orally that it will accept the broker's 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, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding on your mover. The estimate must indicate that your final charges will be based upon the actual weight of your shipment, the services provided, and the mover's tariff provisions in effect. You should be prepared to pay ten 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.

### **How Must My Mover Estimate Charges Under the Regulations?**

#### *Binding Estimates*

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

When you receive a binding estimate, you cannot be required to pay any more than the estimated amount at delivery. If you have requested the mover provide more services than those included in the estimate, your mover will collect the charges for those services when your shipment is delivered. However, charges for impracticable operations due at delivery may not exceed 15 percent of all other charges due at delivery.

A binding estimate must be in writing, and a copy must be made available to you before you move. If you agree to a binding estimate, you are responsible for paying the charges due by cash, certified check, money order, or cashier's check. The charges are due to your mover at the time of delivery unless your mover agrees, before you move, to extend credit or to accept payment by a specific charge card such as American Express™ or a specific credit card such as Visa™. 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 you pay the charges.

Other requirements of binding estimates include the following eight elements:

1. Your mover must retain a copy of each binding estimate as an attachment to the bill of lading.
2. Your mover must clearly indicate upon each binding estimate's face that the estimate is binding upon you and your mover. Each binding estimate must also clearly indicate on its face that the charges shown are the charges to be assessed for only those services specifically identified in the estimate.
3. Your mover must clearly describe binding estimate shipments and all services to be provided.
4. If, before loading your shipment, your mover believes you are tendering additional household goods or are requiring additional services not identified in the binding estimate, and you and your mover cannot reach an agreement, your mover may refuse to service the shipment. If your mover agrees to service the shipment, your mover must provide one of the following three items:
  - a. Reaffirm the binding estimate.
  - b. Negotiate a revised written binding estimate listing the additional household goods or services.
  - c. Add an attachment to the contract, in writing, stating you both will consider the original binding estimate as a non-binding estimate. You should read more below. This may seriously affect how much you may pay for the entire move.
5. Once your mover loads your shipment, your mover's failure to execute a new binding estimate or to agree with you to treat the original estimate as a non-binding estimate signifies it has reaffirmed the original binding estimate. Your mover may not collect more than the amount of the original binding estimate, except as provided in the next two paragraphs.
6. If you request additional services after the bill of lading is executed, your mover will collect the charges for these additional services when your shipment is delivered.
7. If your mover must perform impracticable operations, as defined in its tariff, to accomplish the delivery of your shipment, your mover will collect the charges for these services when your shipment is delivered. However, charges for impracticable operations collected at delivery must not exceed 15 percent of all other charges due at delivery. Any remaining impracticable operations charges must be paid within 30 days after you receive the mover's freight bill.



8. Failure of your mover to relinquish possession of a shipment upon your offer to pay the binding estimate amount plus the cost of any additional services that you requested after the contract was executed, and the charges for impracticable operations, not to exceed 15 percent of all other charges due at delivery, constitutes failure to transport a shipment with “reasonable dispatch” and subjects your mover to cargo delay claims pursuant to 49 CFR Part 370.

### Non-Binding Estimates

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

A non-binding estimate is not a bid or contract. Your mover provides it to you to give you a general idea of the cost of the move, but it does not bind your mover to the estimated cost. You should expect the final cost to be more than the estimate. The actual cost will be calculated based on your mover’s tariffs. Federal law requires your mover to collect the charges in accordance with its tariffs, regardless of what your mover writes in its non-binding estimates. That is why it is important to ask for copies of the applicable portions of the mover’s tariffs before deciding on a mover. The charges contained in movers’ tariffs are essentially the same for the same weight shipment moving the same distance. If you obtain different non-binding estimates from different movers, you must pay only the amount specified in your mover’s tariff. Therefore, a non-binding estimate may not be the amount that you will ultimately have to pay.

You must be prepared to pay ten percent more than the estimated amount at the time of delivery. Every collect-on-delivery shipper must have available 110 percent of the estimate at the time of delivery. If you order additional services from your mover after your goods are in transit, the mover will collect the charges for those additional services when your shipment is delivered.

You may also have to pay additional charges at delivery for impracticable operations performed by your mover.

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 related to your shipment. When you are given a non-binding estimate, do not sign or accept the order for service or bill of lading unless the mover enters the amount estimated on each form it prepares.

Other requirements of non-binding estimates include the following ten elements:

1. Your mover must provide reasonably accurate non-binding estimates based upon the estimated weight of the shipment and services required.
2. Your mover must explain to you that all charges on shipments moved under non-binding estimates will be those appearing in your mover’s tariffs applicable to the transportation. If your mover provides a non-binding estimate of approximate costs, your mover is not bound by such an estimate.
3. Your mover must furnish non-binding estimates without charge and in writing to you.
4. Your mover must retain a copy of each non-binding estimate as an attachment to the bill of lading.
5. Your mover must clearly indicate on the face of a non-binding estimate that the estimate is not binding upon your mover and the charges shown are the approximate charges to be assessed for the services identified in the estimate.
6. Your mover must clearly describe on the face of a non-binding estimate the entire shipment and all services to be provided.
7. If, before loading your shipment, your mover believes you are tendering additional household goods or requiring additional services not identified in the non-binding estimate, and you and your mover cannot reach an agreement, your mover may refuse to service the shipment. If your mover agrees to service the shipment, your mover must provide one of the following two

estimates:

- a. Reaffirm the non-binding estimate.
  - b. Negotiate a revised written non-binding estimate listing the additional household goods or services.
8. Once your mover loads your shipment, your mover's failure to execute a new estimate signifies it has reaffirmed the original non-binding estimate. Your mover may not collect more than 110 percent of the amount of this estimate at destination for the services and quantities shown on the estimate.
  9. If you request additional services after the bill of lading is executed, your mover will collect the charges for these additional services when your shipment is delivered.
  10. If your mover must perform impracticable operations, as defined in its tariff, to accomplish the delivery of your shipment, your mover will collect the charges for these services when your shipment is delivered. However, charges for impracticable operations collected at delivery must not exceed 15 percent of all other charges due at delivery. Any remaining impracticable operations charges must be paid within 30 days after you receive the mover's freight bill.

If your mover furnishes a non-binding estimate, your mover must enter the estimated charges upon the order for service and upon the bill of lading. Your mover must retain a record of all estimates of charges for each move performed for at least one year from the date your mover made the estimate.

### **What Payment Arrangements Must My Mover Have in Place To Secure Delivery of My Household Goods Shipment?**

If your total bill is 110 percent or less of the non-binding estimate, the mover can require payment in full upon delivery. If the bill exceeds 110 percent of the non-binding estimate, your mover must relinquish possession of the shipment at the time of delivery upon payment of 110 percent of the estimated amount, and defer billing for the remaining charges for at least 30 days.

There are two exceptions to this requirement. Your mover may demand payment at the time of delivery of the cost of any additional services that you requested after the contract was executed that were not included in the estimate. Your mover may also require you to pay charges for impracticable operations at the time of delivery, provided these charges do not exceed 15 percent of all other charges due at delivery. Impracticable operations charges that exceed 15 percent of all other charges due at delivery are due within 30 days after you receive the mover's freight bill. Your mover should have specified its acceptable form of payment on the estimate, order for service, and bill of lading. Your mover's failure to relinquish possession of a shipment after you offer to pay 110 percent of the estimated charges, plus the cost of any additional services that you requested after the contract was executed that were not included in the estimate, and the charges for impracticable operations, not to exceed 15 percent of all other charges due at delivery, constitutes failure to transport the shipment with "reasonable dispatch" and subjects your mover to cargo delay claims under 49 CFR Part 370.

### *Subpart E—Pickup of My Shipment of Household Goods*

#### **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 change 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 U.S. 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.
  - 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 Surface Transportation Board'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 an Inventory of the Shipment?**

Yes. Your mover must prepare an inventory of your shipment before or at the time of loading. If your mover's driver fails to prepare an inventory, you should write a detailed inventory of your shipment listing any damage or unusual wear to any items. The purpose is to make a record of the existence and condition of each item.

After completing the inventory, you should sign each page and ask the mover's driver to sign each page. Before you sign it, it is important you make sure that the inventory lists every item in the shipment and that the entries regarding the condition of each item are correct. You have the right to note any disagreement. If an item is missing or damaged when your mover delivers the shipment, your subsequent ability to dispute the items lost or damaged may depend upon your notations.

You should retain a copy of the inventory. Your mover may keep the original if the driver prepared it. If your mover's driver completed an inventory, the mover must attach the complete inventory to the bill of lading as an integral part of the bill of lading.

### **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.

A bill of lading must include the following 14 elements:

1. Your mover's name and address, or the name and address of the motor carrier issuing the bill of lading.
2. The names and addresses of any other motor carriers, when known, who will participate in the transportation of the shipment.
3. The name, address, and telephone number of the office of the motor carrier you must contact in relation to the transportation of the shipment.
4. The form of payment your mover will honor at delivery. The payment information must be the same that was entered on the estimate and order for service.
5. When your mover transports your shipment under a collect-on-delivery basis, your name, address, and telephone number where the mover will notify you about the charges.

6. For *non-guaranteed service*, the agreed-upon date or period of time for pickup of the shipment and the agreed-upon date or period of time for the delivery of the shipment. The agreed-upon dates or periods for pickup and delivery entered upon the bill of lading must conform to the agreed-upon dates or periods of time for pickup and delivery entered upon the order for service or a proper amendment to the order for service.
7. For *guaranteed service*, the dates for pickup and delivery and any penalty or per diem entitlements due you under the agreement.
8. The actual date of pickup.
9. The identification number(s) of the vehicle(s) in which your mover loads your shipment.
10. The terms and conditions for payment of the total charges including notice of any minimum charges.
11. The maximum amount your mover will demand from you, based on the mover's estimate, at the time of delivery for you to obtain possession of your shipment, when your mover transports under a collect-on-delivery basis.
12. If not provided for in the order for service, the Surface Transportation Board's required released rates valuation statement, and the charges, if any, for optional valuation coverage. The Board's required released rates may be increased annually by your mover based on the U.S. Department of Commerce's Cost of Living Adjustment.
13. Evidence of any insurance coverage sold to, or procured for you from an independent insurer, including the amount of the premium for such insurance.
14. Each attachment to the bill of lading. Each attachment is an integral part of the bill of lading contract. If not provided to you elsewhere by the mover, the following three items must be added as attachments:
  - a. The binding or non-binding estimate.
  - b. The order for service.
  - c. The inventory.

A copy of the bill of lading must accompany your shipment at all times while in the possession of your mover or its agent(s). When your mover loads the shipment on a vehicle for transportation, the bill of lading must be in the possession of the driver responsible for the shipment. Your mover must retain bills of lading for shipments it transported for at least one year from the date your mover created the bill of lading.

### **Should I Reach an Agreement With My Mover About Pickup and Delivery Times?**

You and your mover should reach an agreement for pickup and delivery times. 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 your mover's responsibility to tell you if they can provide service on, or between, those dates, or, if not, on what other dates it can provide the service.

In the process of reaching an agreement with your mover, you may find it necessary 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 you and your mover agree upon should be definite.

Once an agreement is reached, your mover must enter those dates upon the order for service and the bill of lading.

Once your goods are loaded, your mover is contractually bound to provide the service described in the bill of lading. Your mover's only defense for not providing the service on the dates called for is the defense of force majeure. This is a legal term. It means that when circumstances change, were not foreseen, and are beyond the control of your mover, preventing your mover from performing the

service agreed to in the bill of lading, your mover is not responsible for damages resulting from its nonperformance.

This may occur when you do not inform your mover of the exact delivery requirements. For example, because of restrictions trucks must follow at your new location, the mover may not be able to take its truck down the street of your residence and may need to shuttle the shipment using another type of vehicle.

### **Must My Mover Determine the Weight of My Shipment?**

Generally, yes. If your mover transports your household goods on a non-binding estimate, your mover must determine the actual weight of the shipment in order to calculate its lawful tariff charge. If your mover provided a binding estimate and has loaded your shipment without claiming you have added additional items or services, the weight of the shipment will not affect the charges you will pay.

Your mover must determine the weight of your shipment before requesting you to pay for any charges dependent upon your shipment's weight.

Most movers have a minimum weight charge for transporting a shipment.

Generally, the minimum is the charge for transporting a shipment of at least 3,000 pounds (1,362 kilograms). If your shipment appears to weigh less than the mover's minimum weight, your mover must advise you on the order for service of the minimum cost before transporting your shipment. Should your mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, your mover must base your final charges upon the actual weight, not upon the minimum weight.

### **How Must My Mover Determine the Weight of My Shipment?**

Your mover must weigh your shipment upon a certified scale.

The weight of your shipment must be obtained by using one of two methods – origin weighing or destination weighing.

*Origin Weighing*—Your mover may weigh your shipment in the city or area where it loads your shipment. If it elects this option, the driver must weigh the truck 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 another shipment(s). 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 driver will weigh the truck again to obtain the loaded weight, called the *gross weight*. The net weight of your shipment is then obtained by subtracting the *tare weight* before loading from the *gross weight*.

### **Gross Weight Less the Tare Weight Before Loading = Net Weight.**

*Destination Weighing* (Also called *Back Weighing*)—The mover is also permitted to determine the weight of your shipment at the destination after it delivers your load. Weighing your shipment at destination instead of at origin will not affect the accuracy of the shipment weight. *The most important difference is that your mover will not 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 where you are moving, the driver will weigh the truck. Your shipment will still be on the truck. Your mover will determine 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* after delivery from the *gross weight*.

### **Gross Weight Less the Tare Weight After Delivery = Net Weight.**

At the time of both weighings, your mover's truck must have installed or loaded all pads, dollies, hand trucks, ramps, and other equipment normally required in the transportation of your shipment. The driver and other persons must be off the vehicle at the time of both weighings. The fuel tanks on the vehicle must be full at the time of each weighing. In lieu of this requirement, your mover must not add fuel between the two weighings when the tare weighing is the first weighing performed.

Your mover may detach the trailer of a tractor-trailer vehicle combination from the tractor and have the trailer weighed separately at each weighing provided the length of the scale platform is adequate to accommodate and support the entire trailer.

Your mover may use an alternative method to weigh your shipment if it weighs 3,000 pounds (1,362 kilograms) or less. The only alternative method allowed is weighing the shipment upon a platform or warehouse certified scale before loading your shipment for transportation or after unloading.

Your mover must use the net weight of shipments transported in large containers such as ocean or railroad containers. Your mover will calculate the difference between the tare weight of the container (including all pads, blocking and bracing used in the transportation of your shipment) and the gross weight of the container with your shipment loaded in the container.

You have the right, and your mover must inform you of your right, to observe all weighings of your shipment. Your mover must tell you where and when each weighing will occur. Your mover must give you a reasonable opportunity to be present to observe the weighings.

You may waive your right to observe any weighing or re-weighing. This does not affect any of your other rights under Federal law.

Your mover may request you waive your right to have a shipment weighed upon a certified scale. Your mover may want to weigh the shipment upon a trailer's on-board, non-certified scale. You should demand your right to have a certified scale used. The use of a non-certified scale may cause you to pay a higher final bill for your move, if the non-certified scale does not accurately weigh your shipment. Remember that certified scales are inspected and approved for accuracy by a government inspection or licensing agency. Non-certified scales are not inspected and approved for accuracy by a government inspection or licensing agency.

Your mover must obtain a separate weight ticket for each weighing. The weigh master must sign each weight ticket. Each weight ticket must contain the following six items:

1. The complete name and location of the scale.
2. The date of each weighing.
3. Identification of the weight entries as being the tare, gross, or net weights.
4. The company or mover identification of the vehicle.
5. Your last name as it appears on the bill of lading.
6. Your mover's shipment registration or bill of lading number. Your mover must retain the original weight ticket or tickets relating to the determination of the weight of your shipment as part of its file on your shipment.

When both weighings are performed on the same scale, one weight ticket may be used to record both weighings.

Your mover must present all freight bills with true copies of all weight tickets. If your mover does not present its freight bill with all weight tickets, your mover is in violation of Federal law.

Before the driver actually begins unloading your shipment weighed at origin and after your mover informs you of the billing weight and total charges, you have the right to demand a re-weigh of your shipment. If you believe the weight is not accurate, you have the right to request your mover re-weigh your shipment before unloading.

You have the right, and your mover must inform you of your right, to observe all re-weighings of your shipment. Your mover must tell you where and when each re-weighing will occur. Your mover must give you a reasonable opportunity to be present to observe the re-weighings. You may waive your right to observe any re-weighing; however, you must waive that right in writing. You may send the written waiver via fax or e-mail, as well as by overnight courier or certified mail, return receipt requested. This does not affect any of your other rights under Federal law.

Your mover is prohibited from charging you for the re-weighing. If the weight of your shipment at the time of the re-weigh is different from the weight determined at origin, your mover must re-compute the charges based upon the re-weigh weight.

Before requesting a re-weigh, you may find it to your advantage to estimate the weight of your shipment using the following three-step method:

1. 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 this item in the count of the total items.**
2. 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.
3. 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 a re-weigh will prove beneficial to you. In fact, it 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 or more (20 kilograms or more).

### **What Must My Mover Do if I Want To Know the Actual Weight or Charges for My Shipment Before Delivery?**

If you request notification of the actual weight and charges of your shipment, your mover must comply with your request if it is moving your goods on a collect-on-delivery basis. This requirement is conditioned upon your supplying your mover with an address or telephone number where you will receive the communication. Your mover must make its notification by telephone, fax transmissions, e-mail, overnight courier, certified mail with return receipt requested, or in person.

You must receive the mover's notification at least one full 24-hour day before its scheduled delivery, excluding Saturdays, Sundays, and Federal holidays.

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

1. Back-weigh (when your mover weighs your shipment at its destination).
2. Pickup and delivery encompassing two consecutive weekdays, if you agree.
3. Maximum payment amounts at time of delivery of 110 percent of the estimated charges, if you agree.

### Subpart F—Transportation of My Shipment

#### **Must My Mover Transport the Shipment in a Timely Manner?**

Yes, 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 is unable to perform either the pickup or delivery of your shipment on the dates or during the periods of time specified in the order for service, your mover must notify you of the delay, at the mover's expense. As soon as the delay becomes apparent to your mover, they must give you notification they will be unable to provide the service specified in the terms of the order for service.

Your mover may notify you of the delay in any of the following ways: by telephone, fax transmissions, e-mail, overnight courier, certified mail with return receipt requested, or in person.

When your mover notifies you of a delay, it also must advise you of the dates or periods of time they may be able to pick up and/or deliver the shipment. Your mover must consider your needs in its



advisement. Your mover must prepare a written record of the date, time, and manner of its notification.

Your mover must prepare a written record of its amended date or period for delivery. Your mover must retain these records as a part of its file on your shipment. The retention period is one year from the date of notification. If you request a copy of the notice, your mover must furnish a copy of the notification to you either by first class mail or in person.

Your mover must tender your shipment for delivery on the agreed-upon delivery date or within the period specified on the bill of lading. Upon your request or concurrence, your mover may deliver your shipment on another day.

The establishment of a delayed pickup or delivery date does not relieve your mover from liability for damages resulting from your mover's failure to provide service as agreed. However, when your mover notifies you of alternate delivery dates, it is your responsibility to be available to accept delivery on the dates specified. 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. If you are unwilling or unable to accept delivery on the date agreed to in the bill of lading, your mover has the right to place your shipment in storage at your expense.

If your mover fails to pick up and deliver your shipment on the date 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 your mover. This is what is called an inconvenience or delay claim. Should your mover refuse to honor such a claim and you continue to believe you are entitled to be paid damages, you may take your mover to court under 49 U.S.C. 14706. *FMCSA has no authority to order your mover to pay such claims.*

While we hope your mover delivers your shipment in a timely manner, you should consider the possibility your shipment may be delayed. Before you agree with the mover to transport your shipment, find out what payment you can expect if a mover delays service through its own fault.

### **What Must My Mover Do if It Is Able To Deliver My Shipment More Than 24 Hours Before I Am Able to Accept Delivery?**

At your mover's discretion, it may place your shipment in storage. This will be under its own account and at its own expense in a warehouse located in proximity to the destination of your shipment. Your mover may do this if you fail to request or concur with an early delivery date, and your mover is able to deliver your shipment more than 24 hours before your specified date or the first day of your specified period.

If your mover exercises this option, your mover must immediately notify you of the name and address of the warehouse where your mover places your shipment. Your mover must make and keep a record of its notification as a part of its shipment records. Your mover has full responsibility for the shipment under the terms and conditions of the bill of lading. Your mover is responsible for the charges for re-delivery, handling, and storage until it makes final delivery. Your mover may limit its responsibility to the agreed-upon delivery date or the first day of the period of delivery as specified in the bill of lading.

### **What Must My Mover Do for Me When I Store Household Goods in Transit?**

If you request your mover to hold your household goods in storage-in-transit and the storage period is about to expire, your mover must notify you, in writing, about the four following items:

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

Your mover must make this notification at least ten days before the expiration date of one of the following two periods of time:

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

Your mover must notify you by fax transmission, overnight courier, e-mail; or certified mail with return receipt requested, or in person.

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

Your mover must maintain a record of all notifications to you as part of the records of your shipment. Under the applicable tariff provisions regarding storage-in-transit, your mover's failure or refusal to notify you will automatically extend your mover's liability until the end of the day following the date when your mover actually gives you notice.

#### Subpart G—Delivery of My Shipment

##### **May My Mover Ask Me To Sign a Delivery Receipt Purporting To Release It From Liability?**

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 copy of the inventory. 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.

##### **What Is the Maximum Collect-on-Delivery Amount My Mover May Demand I Pay at the Time of Delivery?**

On a binding estimate, the maximum amount is the exact estimate of the charges, 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. Your mover must specify on the estimate, order for service, and bill of lading the form of payment acceptable to it (for example, a certified check).

On a non-binding estimate, the maximum amount is 110 percent of the approximate costs, 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. Your mover must specify on the estimate, order for service, and bill of lading the form of payment acceptable to it (for example, cash).

##### **If My Shipment Is Transported on More Than One Vehicle, What Charges May My Mover Collect at Delivery?**

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 may require payment for each portion as it is delivered.

Your mover may delay the collection of all the charges until the entire shipment is delivered, at its discretion, not yours. When you order your move, you should ask the mover about its policies in this

regard.

### **If My Shipment Is Partially Lost or Destroyed, What Charges May My Mover Collect at Delivery?**

Movers customarily make every effort to avoid losing, damaging, or destroying any of your items while your shipment is in their possession for transportation. However, despite the precautions taken, articles are sometimes lost or destroyed during the move.

In addition to any money you may recover from your mover to compensate for lost or destroyed articles, you may also recover the transportation charges represented by the portion of the shipment lost or destroyed. Your mover may only apply this paragraph to the transportation of household goods. Your mover may disregard this paragraph if loss or destruction was due to an act or omission by you. Your mover must require you to pay any specific valuation charge due.

If you pack a hazardous material (for example, gasoline, aerosol cans, motor oil) and your shipment is partially lost or destroyed by fire in storage or in the mover's trailer, your mover may require you to pay for the full cost of transportation.

If your mover chooses, your mover may first collect its freight charges for the entire shipment. At the time your mover disposes of claims for loss, damage, or injury to the articles in your shipment, it must refund the portion of its freight charges corresponding to the portion of the lost or destroyed shipment (including any charges for accessorial or terminal services).

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

### **How Must My Mover Calculate the Charges Applicable to the Shipment as Delivered?**

Your mover must multiply the percentage corresponding to the delivered shipment times the total charges applicable to the shipment tendered by you to obtain the total charges it must collect from you. If your mover's computed charges exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges must apply. This will apply only to the transportation of your household goods.

Your mover must require you to pay any specific valuation charge due.

Your mover may not refund the freight charges if the loss or destruction was due to an act or omission by you. For example, you fail to disclose to your mover that your shipment contains perishable live plants. Your mover may disregard its loss or destruction of your plants, because you failed to inform your mover you were transporting live plants.

Your mover must determine, at its own expense, the proportion of the shipment, based on actual or constructive weight, not lost or destroyed in transit. Your rights are in addition to, and not in lieu of, any other rights you may have with respect to your shipment of household goods your mover lost or destroyed, or partially lost or destroyed, in transit. This applies whether or not you have exercised your rights provided above.

### Subpart H—Collection of Charges

#### **Does This Subpart Apply to Most Shipments?**

It applies to all shipments of household goods that involve a balance due freight or expense bill or are shipped on credit.

#### **How Must My Mover Present Its Freight or Expense Bill to Me?**

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.

Except in those instances where a shipment is moving on a binding estimate, the freight bill must specifically identify each service performed, the rate or charge per service performed, and the total

charges for each service. **If this information is not on the freight bill, do not accept or pay the freight bill.**

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. Ask your mover at the time you request an estimate. Your mover must specify the form of payment it will accept at delivery.

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 the time of delivery.

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 should be notified and receive a refund. If an undercharge occurred, you may be billed for the additional charges due.

On “to be prepaid” shipments, your mover must present its freight bill for all transportation charges within 15 days of the date your mover delivered the shipment. This period excludes Saturdays, Sundays, and Federal holidays.

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

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

1. Penalties for late payment.
2. Credit time limits.
3. Service or finance charges.
4. Collection expense charges.
5. Discount terms.

If your mover extends credit to you, freight bills or a separate written notice accompanying a freight bill or a group of freight bills presented at one time must state, “You may be subject to tariff penalties for failure to timely pay freight charges,” or a similar statement. Your mover must state on its freight bills or other notices when it expects payment, and any applicable service charges, collection expense charges, and discount terms.

When your mover lacks sufficient information to compute its tariff charges at the time of billing, your mover must present its freight bill for payment within 15 days following the day when sufficient information becomes available. This period excludes Saturdays, Sundays, and Federal holidays. Your mover must not extend additional credit to you if you fail to furnish sufficient information to your mover. Your mover must have sufficient information to render a freight bill within a reasonable time after shipment.

When your mover presents freight bills by mail, it must deem the time of mailing to be the time of presentation of the bills. The term “freight bills,” as used in this paragraph, includes both paper documents and billing by use of electronic media such as computer tapes, disks, or the Internet (e-mail).

When you mail acceptable checks or drafts in payment of freight charges, your mover must deem the act of mailing the payment within the credit period to be the proper collection of the tariff charges within the credit period for the purposes of Federal law. In case of a dispute as to the date of mailing, your mover must accept the postmark as the date of mailing.

**If I Forced My Mover To Relinquish a Collect-on-Delivery Shipment Before the Payment of ALL Charges, How Must My Mover Collect the Balance?**

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

**What Actions May My Mover Take To Collect From Me the Charges Upon Its Freight Bill?**

Your mover must present a freight bill within 15 days (excluding Saturdays, Sundays, and Federal holidays) of the date of delivery of a shipment at your destination. (Bills for additional charges based on the weight of the shipment will be presented 30 days after delivery;

charges for impracticable operations not paid at delivery are due within 30 days of the invoice.) Your mover must provide in its tariffs the following three provisions:

1. A provision indicating its credit period is a total of 30 calendar days.
2. A provision indicating you will be assessed a service charge by your mover equal to one percent of the amount of the freight bill, subject to a \$20 minimum charge, for the extension of the credit period. The mover will assess the service charge for each 30-day extension that the charges go unpaid.
3. A provision that your mover must deny credit to you if you fail to pay a duly presented freight bill within the 30-day period. Your mover may grant credit to you, at its discretion, when you satisfy your mover's condition that you will pay all future freight bills duly presented. Your mover must ensure all your payments of freight bills are strictly in accordance with Federal rules and regulations for the settlement of its rates and charges.

### **Do I Have a Right To File a Claim To Recover Money for Property My Mover Lost or Damaged?**

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

You should file a claim as soon as possible. If you fail to file a claim within

9 months, your mover may not be required to accept your claim. If you institute a court action and win, you may be entitled to attorney's fees if you submitted your claim to the mover within 120 days after delivery or the date delivery is scheduled (whichever is later); and (1) the mover did not advise you during the claim settlement process of the availability of arbitration as a means for resolving the dispute; (2) a decision was not rendered through arbitration within the time required by law; or (3) you are instituting a court action to enforce an arbitration decision with which the mover has not complied. While the Federal Government maintains regulations governing the processing of loss and damage claims (49 CFR Part 370), it cannot resolve those claims. If you cannot settle a claim with the mover, you may file a civil action to recover your claim in court under 49 U.S.C. 14706. You may obtain the name and address of the mover's agent for service of legal process in your State by contacting FMCSA. You may also obtain the name of a process agent via the Internet. Go to <http://www.fmcsa.dot.gov> then click on Licensing and Insurance (L&I) section.

In addition, your mover must participate in an arbitration program. As described earlier in this booklet, an arbitration program gives you the opportunity to settle certain types of unresolved loss or damage claims and disputes regarding charges that were billed to you by your mover after your shipment was delivered through a neutral arbitrator. 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. Your mover is required to provide you with information about its arbitration program before you move; if your mover fails to do so, ask the mover for more details.

#### Subpart I—Resolving Disputes With My Mover

### **What May I Do To Resolve Disputes With My Mover?**

FMCSA does not help you settle your dispute with your mover.

Generally, you must resolve your own loss and damage disputes with your mover. You enter a contractual arrangement with your mover. You are bound by each of the following three terms and conditions:

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

You have the right to take your mover to court. We require your mover to offer you arbitration to settle your disputes with it. If your mover holds your goods "hostage" - refuses delivery unless you pay an

amount you believe the mover is not entitled to charge - FMCSA does not have the resources to seek a court injunction on your behalf.

AMSA Household Goods Dispute Settlement **Arbitration Program Information** *Consumer Information For Resolving Disputed Claims On Interstate Household Goods Shipments* **What is Arbitration?** Arbitration is a dispute resolution process whereby a neutral arbitrator will resolve your dispute instead of a judge or jury in court. The parties involved in the dispute agree to use a mutually selected arbitrator to review their dispute and resolve it by rendering a decision or award that is binding on the parties. Like litigation, arbitration is an adjudicative process designed to resolve the specific issues that will be submitted by you and your mover. However, arbitration differs from litigation in that it does not require conformity with the legal rules of evidence and the proceeding is conducted in a private rather than a public forum. Many parties choose to use arbitration for resolving their disputes to avoid the high costs of lawsuits. Often, a dispute can be arbitrated within a shorter time and at a lower cost than by going to court. **How Does the AMSA Program Work?** The American Moving and Storage Association (AMSA) is a national trade association that represents carriers and agents in the household goods moving industry. AMSA sponsors a dispute settlement program so that its members can comply with the Federal requirement of providing a fair and effective way to resolve disputes regarding articles in your shipment that you have claimed as lost or damaged during your move and/or whether you must pay additional charges that were billed to you by your mover after the delivery of your shipment. The National Arbitration Forum (NAF) administers our arbitration program. NAF is an independent, non-governmental organization that is not affiliated with AMSA or with any household goods moving company. NAF maintains a panel of independent and neutral arbitrators that include attorneys, law professors and former state and federal judges to resolve disputes. NAF charges an administrative fee to arbitrate your dispute. The administrative fee, which is divided equally between the parties (unless your mover agrees to pay all or a portion of your share of the fee), is paid to NAF; AMSA does not receive any portion of the administrative fee. The parties to your proceeding will be you and your mover with NAF acting as the neutral program administrator. Neither AMSA nor any of its employees takes any role in the arbitration proceeding or has any influence in the outcome of the arbitrator's decision. (AMSA serves only as a clearinghouse to make sure that your mover properly addresses your initial request for arbitration as required by the Federal statute.) The arbitrator's decision that you receive from NAF will be kept confidential. Federal law (Section 14908, Subtitle IV, Title 49 United States Code) specifically prohibits an interstate carrier or its agent from disclosing information about your shipment without your permission, except in response to legal process issued under authority of a court of the United States or a State or to an officer, employee, or agent of the United States government. Therefore, AMSA respects your right to privacy in such matters and will keep the results of your arbitration case confidential. **When is Arbitration Appropriate?** Disputes eligible for arbitration are unresolved claims on interstate shipments of household goods for individual consumers that may occur as a result of 1) loss or damage involving the articles contained in your shipment, or 2) additional charges that were billed to you by your mover after the delivery of your shipment. While most disputed claims for loss and damage are eligible for consideration under the mandatory arbitration provisions, only certain types of disputed charges are eligible. Disputes regarding **charges that were collected by your mover when your shipment was delivered are not subject to mandatory arbitration.** However, disputes regarding **additional charges that were billed to you by your mover after your shipment was delivered are eligible for consideration** under the mandatory arbitration provisions. For example, if you received a non-binding estimate from your mover for \$7,000, you would be required to pay no more than 110% of this amount (or \$7,700) at delivery for the services and quantities (weight) listed on your estimate. If your shipment weighs more than the estimated amount, your mover will invoice you for the additional amount after your shipment has been delivered. The amount of the additional billing is the amount subject to arbitration. If you and your mover cannot resolve your dispute, you may request that arbitration be used to resolve your claim.

Before arbitration can begin however, you must be sure that you have exhausted your remedies through the mover's regular claims process and that the mover has made its final offer to you. In accordance with Federal law and the terms of your Bill of Lading contract, your claim for loss or damage must be filed with your mover within nine months of delivery. The carrier must acknowledge your claim within 30 days of receipt, and within 120 days must pay, deny, make a settlement offer or advise you of the status of the claim and the reason for any delay in disposition. Your claim regarding disputed charges must be filed within 180 days of receipt of the mover's invoice. Disputes involving other types of claims may be arbitrated under the program only if both you and your mover agree to do so. **What Are the Legal Effects of the Program?** Congress provides requirements for dispute settlement programs in Section 14708 of Title 49, United States Code, under the authority of the U.S. Department of Transportation. These requirements are reflected in the program rules. You should carefully consider the legal effects of binding arbitration before you decide to use the program. Arbitration under this program is optional and voluntary for you, but not always so for your mover. Your mover must agree to your request for arbitration of disputed claims of \$10,000 or less, if no settlement can be reached. However, if you request arbitration of a disputed claim over \$10,000, your claim will be submitted to arbitration only if both you and your mover agree to arbitration. Once both you and your mover have signed the official forms and submitted the dispute to NAF for resolution, a neutral NAF arbitrator will render a final decision. The arbitrator's decision is legally binding on both parties and can be enforced in any court having jurisdiction over the dispute. Under the rules of the program, there is a limited right to appeal the arbitrator's decision; however, courts will not usually revise findings of fact or law in a binding arbitration award. **What Can an Arbitrator Award?** The arbitrator may grant any remedy or relief the arbitrator feels is just and appropriate within the scope of the agreement between you and your mover and within the rules of the program. In general, the amount of any award may not exceed your mover's liability under the bill of lading, or in the case of disputed charges, the total amount of disputed additional charges. In reaching a decision, the arbitrator will consider the applicable laws and the provisions of the tariff, as well as applicable practices of the moving industry. Under the rules of the program, the arbitrator only has jurisdiction to consider claims for loss or damage to the household goods transported, disputed additional transportation and service-related charges assessed by the mover in addition to those collected at delivery, or such other disputes arising out of the transportation of the household goods that are mutually agreed upon, in writing, by both you and your mover. The arbitrator has no jurisdiction to consider any other claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any claim that cannot be arbitrated under law, such as allegations of criminal activity. **How Do I Request Arbitration?** You may request arbitration by writing to the **American Moving and Storage Association, Attention: Dispute Settlement Program, 1611 Duke Street, Alexandria, VA 22314**. Your request to AMSA may also be **sent by fax to 703-683-7524**. Your request must be sent to AMSA within 90 days after your mover has made its final written settlement offer or denial of your claim to you. **Along with your name, address and telephone number, the following information should be included in your request for arbitration:** • **The name of your mover and the identification number (if any) of the shipment,** • **The name your shipment moved under (if other than your own),** • **The dates and locations where the shipment was picked up and delivered,** • **The dollar \$ amount you are seeking to recover through arbitration, and** • **A brief description of your dispute, including how you believe your claim could be resolved by your mover.** Settlements are often achieved before the arbitration process begins. Therefore, **do not include the administrative fee or detailed documents supporting your position with your initial request. Instead, AMSA will request this information from you later if your dispute cannot be settled and your case proceeds to arbitration with NAF.** After AMSA receives your information, AMSA will promptly notify your mover of your request for arbitration and, if the dispute falls within the program guidelines and a settlement is not achieved, AMSA will forward to you the required forms and program rules. You will then have 30 days



to complete the forms and return them to NAF, along with your portion of the administrative fee. Then your mover submits its documentation and its portion of the administrative fee and the arbitration process begins. The arbitrator makes most decisions within 30 days of receiving all the necessary forms and documents. **How Much Does Arbitration Cost?**

The administrative fee charged by NAF is based on the total amount of the claim in dispute. When the amount of the Claim is:	The Administrative Fee is:
\$10,000 or less	\$500
Over \$10,000 up to \$20,000	\$550
Over \$20,000 up to \$30,000	\$600
Over \$30,000 up to \$40,000	\$650
Over \$40,000 up to \$50,000	\$700
Over \$50,000	\$700 plus one (1%) percent of the amount over \$50,000

Unless otherwise agreed to by both parties, **you and your mover will pay equal shares of the fee.** For example, if the amount of the dispute is \$7500, the applicable administrative fee would be \$500. This fee would be shared equally between the parties with you and your mover each paying \$250. If the claim in dispute is higher, \$75,000 for example, a \$700 fee would apply plus 1% of the amount over \$50,000. In this example, the fee to be shared by the parties would be \$950 (\$700 plus 1% of \$25,000); the fee for each party would be \$475.00.

The arbitrator may apportion the fee as part of the final award by determining which party shall pay the cost or a portion of the cost of the arbitration proceeding, including the cost of initiating the arbitration process. In other words, the arbitrator may decide to refund all, a portion or none of your administrative fee, depending on the circumstances of your dispute.

If you would like to receive more information on the Dispute Settlement Program, you may write to AMSA at the address shown below and request a copy of the program rules and sample forms or log on to our web site at [www.moving.org](http://www.moving.org) for more information.

American Moving and Storage Association 1611 Duke Street, Alexandria, Virginia 22314-3482 703-683-7410

Fax 703-683-7524 Web Site: [www.moving.org](http://www.moving.org)

### **Tariff Inspection Notice**

Federal law requires that all movers advise its shippers that the tariffs, or any their applicable provisions, that govern the estimate covering their shipments is available for examination by those shippers and copies will be provided upon request. Carrier's tariffs, the terms of which cannot be varied, are part of the contract of carriage for your shipment and contain the rates, rules and charges governing your shipment.

### **Inquiry and Complaint Procedure**

Southwest Moving & Relocation encourages you to contact and discuss any questions or concerns you might have with your driver. If you are unable to contact the driver or you have additional questions, please contact your original sales person or agency or the agency shown on your bill of lading as the destination agent. If you still have questions or concerns, Southwest Moving & Relocation provides a no-cost inquiry and complaint procedure available to all of its customers. If you have an inquiry or a

complaint regarding your shipment, you may contact Southwest Moving & Relocation Customer Service Department by calling:

435-986-9994 at Southwest Moving & Relocation

Southwest Moving & Relocation reserves the right to record any conversation or to otherwise summarize the comments of your telephone calls for future use in accordance with applicable law.