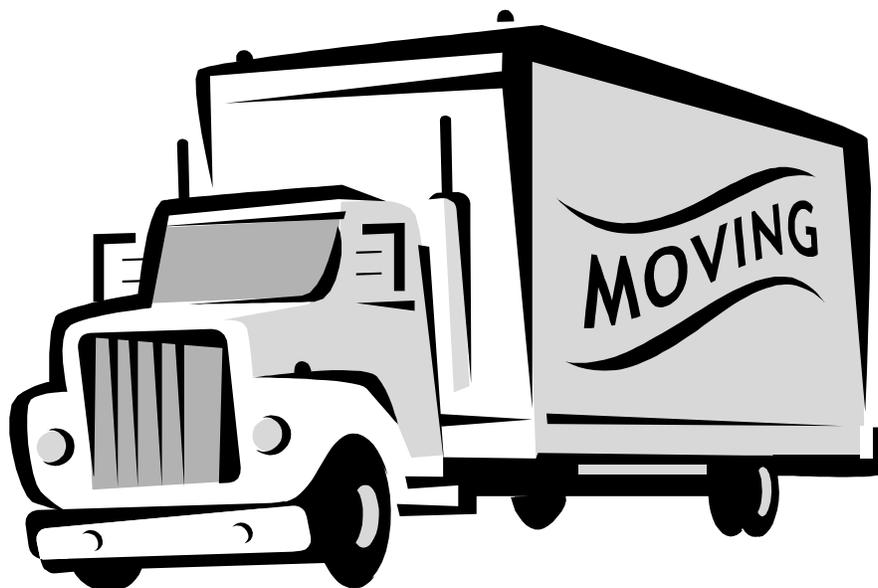

CONSUMER HANDBOOK

A Practical Guide To Interstate Moving



HOW TO MAKE YOUR NEXT MOVE YOUR BEST MOVE

Furnished by the Professional Movers of the

AMSA

★★AMERICAN MOVING AND STORAGE ASSOCIATION★★

WWW.MOVING.ORG or WWW.MOVE.US

Copyright 1999-2004 by the American Moving and Storage Association (Revised June 2004)

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

While most trucking companies are now required only to receive the proper authority to operate and to be registered with the Department of Transportation, interstate movers must meet two additional requirements. First, movers must publish their tariffs (a tariff is the mover's price list for performing moving services) and make them available for inspection by any consumer who asks to see a copy. Second, movers are required to participate in a Dispute Settlement Program and to offer neutral arbitration as a means of resolving disputed loss and damage claims.

Under the program, arbitration is always optional and voluntary for you, but may be mandatory for your mover. Your mover must submit disputed claims of \$5000 or less to arbitration if you request it and a compromise settlement cannot be achieved. If the amount of the disputed claim is over \$5000, the mover is not required to submit to arbitration but most movers still agree to do so (it's usually easier and less expensive for both parties than going to court). See Part 5 for more information.

Most people who use a professional mover never have a problem or need to file a claim. And the vast majority of claims that are filed are resolved to the consumer's satisfaction in a timely manner. However, problems do sometimes occur that cannot be easily resolved. Part 5 of this Guide will help you deal with these types of problems should they occur.

Please read this Guide carefully. The information it contains will help you select your mover and avoid problems during the course of your move.

PART 1: WHY YOU SHOULD USE A PROFESSIONAL MOVER

Calculating the real cost of moving yourself.

PART 2: STARTING OUT AND PLANNING YOUR MOVE

Choosing your mover, packing, and planning your moving day.

PART 3: ESTIMATES AND LIABILITY

Binding and Non-Binding Estimates and Placing a Value on your shipment.

PART 4: UNDERSTANDING THE PAPERWORK AND TERMINOLOGY

Understanding the Order For Service, the Bill of Lading and the Inventory Forms.

PART 5: RESOLVING CLAIMS AND USING ARBITRATION

How to resolve claims if your shipment is delayed or late, if you have a dispute over the bill, or if you have loss or damage to your shipment.

PLEASE NOTE THAT the provisions and requirements outlined in this Guide apply only to regulated interstate movers. Local, intrastate and commercial zone movers will usually have different requirements from those described in this Handbook.

AMERICAN MOVING AND STORAGE ASSOCIATION CONSUMER INFORMATION

PART 1: WHY YOU SHOULD USE A PROFESSIONAL MOVER

Professional movers provide a valuable service by moving thousands of people to new homes each year. While almost no move is ever completely stress-free, when you use a professional mover, all of the “heavy lifting” will be done for you. Movers will pack your possessions, load them into the truck, drive the truck to your destination and unload and unpack your shipment at your new home. Movers can also provide you with warehouse storage, move your piano up and down flights of stairs, transport your automobile, and service your appliances to insure their safe transportation.

If you are considering moving yourself, especially if you will be moving interstate, you should ask a lot of questions and compute the actual costs of self-moving before you sign an agreement with a truck rental company. The information in this part of the Consumer Guide will help you to calculate self-move costs and give you a basis of comparison when evaluating the price and value of professional moving.

Rental Charge. For an interstate move, you will need to provide the origin and destination cities and the date you plan to move to the truck rental company. Depending on equipment availability in certain locations, prices may vary. Peak season runs from the end of May until the end of September, so truck rental rates may be higher during that time of year. Most people move at the beginning of a month or the end of the month, so prices may be even higher during these times. The rental charge you are quoted includes a rental deposit that may be refunded depending on the condition of the vehicle upon its return, and a certain number of free miles (approximately 10% greater than the estimated actual mileage). The rental charge does not include state taxes or other equipment you may need to complete your move, such as cartons, boxes, pads and dollies. You'll need a day or two to pack and another to unpack, so be sure your quote includes these extra days plus the days you will need for driving.

Make sure you rent the right size truck! Remember, efficiently loading a truck is an art, not a science. After a long, hard day of loading all of your worldly possessions into the back of a rental truck, the last thing you need to discover is that you have run out of space but not out of furniture.

Automobiles. How many cars do you have? Are you going to drive or tow the vehicle(s)? A trailer package from a rental company can cost an additional \$150, plus another \$45 for the trailer hitch along with a \$200 deposit depending on how many days you are renting the trailer. If you are driving your own vehicle, you'll need to factor in wear and tear on your vehicle (37.5¢ a mile is the current standard mileage rate according to the IRS).

Insurance Charges. It may cost an additional \$20 a day or more for insurance during your move. Check the policies that are offered carefully. Most car insurance policies do not cover truck rentals, so you will need to purchase separate liability insurance and property damage insurance. Also, if you tow your car, you'll need separate insurance to cover any damage that occurs during the towing. Most of these additional policies do not cover you against theft; so if your goods are stolen (truck theft can be a problem if you are leaving the fully loaded vehicle unattended while you spend the night at a hotel) you may not have any protection.

Pads and Dollies. You'll need to rent pads so you do not scratch your furniture. Pads generally cost \$10 a dozen; with a 26 foot truck (four bedroom house), you will need at least 3-dozen pads. You may need appliance dollies, utility dollies, or furniture dollies to help move heavy furniture and appliances. Each dolly will cost an additional \$5 to \$10 per rental.

Per Move Value of Time. Who is going to do the packing and unpacking? Who will pick-up, load, drive and unload the rental truck? Who will drive the automobile? If you are doing all of this yourself, it takes a lot of time. Figure out your average hourly wage and multiply it times the total number of hours you estimate it will take to pack, pick-up the truck, load, drive, unload, etc. for you and your spouse/family. This is your per move value of time.

Packing and Loading the Truck. You might be able to collect free boxes in anticipation of the move, but to minimize damages, especially for an interstate move, it is highly recommended that you purchase specialized boxes, like wardrobes, dish packs, and mattress containers. You'll need tape to secure the boxes and paper padding to secure the contents of the containers before they are loaded on the truck. The cost of packing materials may vary by state and state taxes will also apply.

Expect to pay about \$200 for a 4-bedroom home, plus another \$100 or so each for the kitchen and a home office, if you purchase your boxes from a truck rental company. If you need wardrobe boxes for hanging garments, expect to pay about \$25 each. You'll also need tape and rope to secure your cartons properly. Some truck rental companies also offer loading and unloading service to load your furniture and the boxes that you have packed yourself. This service can add several hundred dollars to the cost of your move; be sure to get an estimate before your sign-up for this service. Plus, the rental company's liability for any damage that occurs to your goods during the loading and unloading process will likely be minimal or even non-existent.

Mileage Charges. Mileage charges are usually included in the rental agreement but may be limited; an additional mileage charge may be assessed at an average cost per mile, usually around 40 cents a mile for each additional mile over the limit. Be sure to read your contract to see if there are extra mileage charges or fees for one-way rentals.

Fuel Charges. When you pick up your truck, the vehicle will be full of fuel. You must return the vehicle with a full tank or the rental company may charge a higher than average price per gallon to fill the vehicle. You'll need to calculate the cost of fuel used while driving the rental vehicle. A 26-foot truck that is fully loaded will average about 10 miles per gallon. If you travel approximately 1200 miles/10 miles a gallon, you will consume 120 gallons of fuel. At an average price of \$1.65 cents a gallon x 120 gallons, your fuel cost will be \$198.

Appliance Servicing. Refrigerators, grandfather clocks, washing machines, gas stoves, etc. all may require special preparation and handling to prevent them from being damaged when they are moved. You may need to hire several specialists to ensure proper handling of your possessions. These appliance service charges will increase the cost of your self-move.

Storage. Is your destination residence available for occupancy? If not, where will you store your possessions? You may need to secure a warehouse and unload all your household goods into storage. The most common storage facilities available for the self-mover are mini warehouse storage units. While functional, these units may provide less than adequate protection for your belongings. Security may be minimal, usually a manager sleeping on the premise, no insurance coverage, and no protection from fire or smoke damage.

When your new residence becomes available you will need to rent another truck, reload all your possessions from the warehouse, deliver your goods to the final destination, and unload everything one last time.

Other Additional Costs to consider are:

1. Good friends and relatives that help you move will add additional expenses like food and beverages.
2. Do you have children and are they too young to care for themselves? If you are doing everything yourself, you may have childcare expenses.

3. Back injuries can occur when moving heavy articles like furniture. You may want to purchase a back brace to reduce lower back strain.
4. Can you drive to the new destination in one day, or will you be required to spend one or more nights in a hotel? Who will watch the truck while you sleep? Security may also be a concern.
5. Tolls for bridges and/or highways may also be applicable.

Calculating Actual Do-It-Yourself Costs

1.	Truck Rental Charge - Include total days for packing, loading, driving and unloading.	\$
2.	Rental Deposit.	\$
3.	Trailer Package or Automobile Hitch.	\$
4.	Wear and tear if you drive your personal vehicle – 37.5¢ per mile	\$
5.	Insurance - daily insurance rate	\$
6.	Furniture Pads.	\$
7.	Appliance Dollies.	\$
8.	Value of Your Time and other family members involved in the packing, loading, driving, unloading and unpacking.	\$
9.	Cost of Boxes, Cartons, Tape and other packing materials, <u>plus</u> trash and land fill fees for getting rid of the debris after your move is finished.	\$
10.	Loading and Unloading Service	\$
11.	Additional Mileage Charge.	\$
12.	Fuel Charge - \$1.85 per gallon/10 miles per gallon	\$
13.	Appliance Service Cost.	\$
14.	Warehouse/Storage Rental Cost.	\$
15.	Additional Truck Rental to deliver from the storage warehouse	\$
16.	Additional Costs - Food, Child Care, Back Brace, Hotels, Tolls	\$
17.	Your Total Estimated Self-Move Cost	\$

Now price a professional move - log on to our www.moving.org web site and select the Mover Referral Service to get estimates from AMSA professional movers. Our Mover Referral Service will help you find local professional movers who will provide you with free in-home estimates. That's the best way to get estimates of what the price will be for your individual move.

A number of factors will determine the cost of your move. When you move (the summer season and the first and last few days of each month are the busiest times for movers), where you move (moves in traffic lanes between metropolitan areas may be less than moves to remote locations), and how much you move (charges are based on weight and distance) all impact your final cost.

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

And remember, it's not just the price; it's the total value of a professional move.

PART 2: STARTING OUT AND PLANNING YOUR MOVE

CHOOSING A MOVER. Moving companies provide a variety of services for a range of fees. It is a good idea to talk with different movers to compare their services. Ask your friends and neighbors about their experiences with the movers that they have used. You can also check with any consumer organizations in your local area.

AMSA does not recommend moving companies nor does it recommend one moving company over another. You can however obtain a list of AMSA members in your area on our web site www.moving.org or by contacting our Membership Department (703) 683-7410. The members of the AMSA have agreed to abide by the terms of our published tariffs. They also participate in the federally mandated arbitration program under the guidelines of the US Department of Transportation.

You Load – We Haul Trucking Companies. Some non-mover trucking companies offer a moving option based on a “You Load – We Haul” concept. Under this option, the trucking company will deliver the trailer portion of a tractor-trailer unit to your current home for you to load yourself. Then, the trucking company will drive the loaded trailer to your new home where you will unload it yourself. While this may seem to be an attractive economic alternative, it is not without risk. Regular trucking companies are not subject to the mandatory arbitration requirements that movers are and the trucking company’s liability (often only 10¢ a pound) will be much lower than your mover’s liability for the same shipment. Also, many of the companies do not have air-ride equipment that is specially built to transport furniture and delicate household goods articles.

Internet Household Goods Brokers. Some companies operate as brokers of moving services on the Internet. Moving brokers usually do not own or operate any trucks or other moving equipment themselves. Instead, they collect a deposit from you and then arrange for your move to be handled by another company that performs the move. So, you may not have control over who actually moves your goods. Check them out carefully before you decide to use a broker; usually you will not have the same consumer protection as with a licensed interstate mover. And, after the broker collects your deposit, you may find it difficult to get him interested in helping you in the event of a claim or a dispute with the mover that he has arranged for you. (AMSA does not allow brokers to join our organization.)

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

☑ Check with your friends for the names of movers that they have used and get estimates from at least 3 movers. Keep in mind that prices can be misleading; good service is a better measure of a good mover, since you’ll have fewer “headaches” in the long run.

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

☑ The regulations provide that when the mover arrives at your new home (or in some cases if your shipment is placed into a warehouse), you must pay the estimated cost of your move before your shipment is unloaded from the truck.

AMSA professional movers generally don't require a deposit before moving you, and if they do it is generally just a small "good faith" deposit. However, some scam movers or Internet brokers frequently require a large deposit (several hundred dollars). So, if a mover you are considering requires you to pay a big deposit to "hold your dates" or to insure "prompt service" - - - choose another mover.

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

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

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

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

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

Once you have narrowed down the number of movers on your list, inform them of your destination and the timing of your move. Ask the movers to provide you with a written estimate, and have them explain the services listed in the estimate in detail. Carefully compare each estimate to see which company best suits your needs and budget.

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

Be present when your goods are packed. An inventory of your goods will be made, and it is important to resolve any disagreements regarding the conditions of your goods (scratches, dents, nicks, etc.) prior to signing the inventory. Make sure all copies are legible and all items are numbered. Have valuable items listed separately. Some appliances may require servicing prior to the move. Your mover can schedule these services for you.

☑ Even though your boxes will be marked with inventory stickers, write your name in conspicuous letters on the side and top of each box. It will make it easier to identify your articles as they come off the truck.

Your mover is responsible for the loss of or damage to any carton he takes possession of, regardless of who packs the carton. However, if you pack your own cartons, your mover is not responsible for damage to the contents of such cartons unless there is external damage to the carton itself, which, in turn, causes damage to the contents. Also, your mover has the right to refuse a carton that you have packed if he feels that it was packed improperly or it is over-packed and weighs too much for the carton to properly hold the items and be safely transported.

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

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

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

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

Mark the boxes that contain fragile articles with a big "X". That way you'll know which boxes to check first for possible damage when they're delivered.

Upon delivery, check your goods for damage. Do not sign the inventory until you have inspected your furniture and the exterior of the cartons for any damage.

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

PART 3: ESTIMATES AND PLACING A VALUE ON YOUR SHIPMENT

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

The charge that you will be billed for your move is based on the weight of your shipment, the distance that you move, and the other services that you require. Your bill will be higher or lower depending on how much your shipment weighs and how far you move.

Help the movers calculate the cost of your move by showing them every single item to be moved. Don't forget to go into the attic, basement, garage, shed, and closets and under beds. Reach a clear understanding about the amount of packing and other services needed. Anything omitted from the estimate but later included in the shipment will add to the cost.

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

Non-binding estimates are not bids or contracts. Instead, a non-binding estimate is an approximation of the cost based on the mover's survey of the items to be moved, with the final cost determined after the shipment is weighed. Since a non-binding estimate is based on the actual weight of your shipment (rather than the estimated weight), the price will usually be lower than a binding estimate. However, when you receive a non-binding estimate there is no guarantee that the final cost will not be more than the estimate.

Under a non-binding estimate, the mover cannot require you to pay more than the amount of the estimate, *plus 10 percent*, (or 110% of the estimate amount) at the time of delivery. You are then obligated to pay any remaining charges for any additional services that you requested or that were required to accomplish your move that are over this 110% amount 30 days after your shipment is delivered, if the services or quantities were not included in your estimate.

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

All binding estimates cover only the goods and services listed on the estimate. If you add items or request additional services, the mover may revise the original estimate before your shipment is loaded or, if you request additional services after your shipment is in transit, your mover will bill you for these added services 30 days after your shipment is delivered, if they were not included in your estimate. In addition, all movers reserve the right to charge for services necessary to accomplish delivery, even if those services are not requested by the shipper. For example, additional charges will apply if you are not prepared to accept delivery and the shipment is placed in storage, or if a smaller (shuttle) truck must be used to accomplish delivery because your new home is located on a narrow street. Again, your mover will bill you for these services 30 days after your shipment is delivered, if they were not included in your estimate.

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

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

To get an idea of how much your move will cost - log on to our www.moving.org web site and select the **Mover Referral Service** to get estimates from AMSA professional movers. Our Mover Referral Service will help you find local professional movers who will provide you with free in-home estimates. That's the best way to get estimates of what the price will be for your individual move.

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

And remember, it's not just the price; it's the total value of a professional move.

When you are discussing your estimate with your mover, be sure to ask about the arrangements for paying for the move. It is customary for movers to require that charges be paid in cash, by certified check, or by money order. Most movers will not accept personal checks. Some movers will accept payment by credit card. However, do not assume that because you have a nationally recognized charge or credit card that it will be accepted for payment. **Ask your mover before your move.**

PLACING A VALUE ON YOUR SHIPMENT- YOUR MOVER'S LIABILITY FOR LOSS OR DAMAGE

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

OPTION 1: FULL (REPLACEMENT) VALUE PROTECTION. This is the most comprehensive plan available for the protection of your goods. Under this option, often referred to as "full value protection" or "full replacement value", articles that are lost, damaged or destroyed will be (at the mover's option) either repaired, replaced with like items, or a cash settlement will be made for the cost of the repair, or for the current market replacement value, regardless of the age of the lost or damaged item. Depreciation of the lost or damaged item is not a factor in determining replacement value when the shipment is moved under full value protection.

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

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

OPTION 2: RELEASED VALUE. This is the most economical protection option available, however, this no-additional-cost option provides only minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound, per article. Loss or damage claims are settled based on the pound weight of the article multiplied by 60 cents. For example, if a 10-pound stereo component, valued at \$1000 were lost or destroyed, the mover would be liable for no more than \$6.00 (10 pounds x 60¢). Obviously, you should think carefully before agreeing to such an arrangement. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it.

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

In addition to these options, some movers may also offer to sell, or procure for you, separate added liability insurance if you release your shipment for transportation at a value of 60 cents per pound per article (Option 2). This is not valuation coverage governed by Federal law, but optional insurance that is regulated under state law. If you purchase this separate coverage, in the event of loss or damage which is the responsibility of the mover, the mover is liable only for an amount not exceeding 60 cents per pound per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance and the cost. If you purchase this separate liability insurance from or through your mover, be sure to get a copy of the policy or other document at the time of purchase.

PART 4: UNDERSTANDING THE PAPERWORK AND TERMINOLOGY

The paperwork that you will receive from your mover is an important part of your move. Be sure to read it over carefully and keep it with you during your move. After the move, keep it in a safe place in case you need to refer to it for income tax or claims purposes.

- ☑ ***Be sure that all agreements between you and the mover are in writing and get a copy of everything that you sign, especially the bill of lading (described below).***

ORDER FOR SERVICE: Movers are required to prepare an Order for Service before they transport your shipment. The order for service provides you with written confirmation of the services that you have requested to be performed in conjunction with your shipment. It lists the agreed dates for the pickup and delivery of your shipment, and the amount of valuation that you have requested, along with any special services that you have ordered, and a place and telephone number where the mover can contact you during the move.

The order for service also shows the charges that you will be assessed for your move. If you are moving under a non-binding estimate, the order for service will indicate the amount of the estimated non-binding charges, the method of payment for the charges and in case the actual charges exceed the non-binding estimate, the maximum amount that you are required to pay at the time of delivery to obtain possession of your shipment (you will have 30 days after delivery to pay the balance of the charges due). If you are moving under a binding estimate, the order for service will show the charges that you will be required to pay at delivery, based on the binding estimate, and the terms of payment. You and your mover must both sign the order for service.

The regulations permit, and some movers elect to use a combined Order For Service / Estimate Form that combines the features of both forms into a single, combined form.

BILL OF LADING: Every mover is required to prepare a bill of lading for every shipment it transports. The bill of lading is the receipt for your goods and the contract with your mover for their transportation. The driver who loads your shipment must give you a copy of the bill of lading before the moving van leaves your residence at origin.

It is your responsibility to read and understand the information on the bill of lading before you sign it. If you do not agree with or understand something on the bill of lading, do not sign it until you are satisfied that it is correct.

The bill of lading identifies the mover and specifies when the transportation is to be performed. It also specifies the terms and conditions for payment of the total charges and the maximum amount required to be paid at the time of delivery if you are moving under a non-binding estimate. Information regarding the valuation of your shipment and the amount the mover will be liable for in the event of loss or damage is also specified. Be sure to read these provisions carefully before you sign them.

- ☑ ***If delivery dates are crucial, make your mover aware of them so that they can take the necessary steps to make an on-time delivery. Make sure the mover includes these delivery dates on the bill of lading.***

You and your mover should agree on the dates that your shipment is to be picked up and delivered before you move. It is your responsibility to determine the date or spread of dates that you require for the pickup and delivery of your shipment. Once determined, it is your mover's responsibility to perform the pickup and delivery of your shipment on the agreed dates, as stated on your bill of lading.

Unless you have requested guaranteed service, movers are required to transport your shipment within what the regulations define as “reasonable dispatch.” This means that your mover is required to accomplish the pickup and delivery of your shipment on the dates you have requested (agreed dates), subject to circumstances that could have not been foreseen or conditions that are beyond the control of the mover that might cause delay.

☑ Movers accomplish the pickup and delivery of shipments under two similar but different arrangements: agreed dates and guaranteed dates. It is important to understand the difference between these two arrangements.

While your mover will make every effort to see that your shipment is serviced on time, delays due to weather, highway construction, and mechanical breakdown do occur. Also, your shipment will frequently be transported along with several other shipments on a large tractor-trailer. Delays to your shipment can occur if another customer changes his or her plans on an earlier shipment that is already scheduled on the same truck.

If it is critical that your move be performed on specific dates (to meet landlord requirements, real estate closing dates, or job or school-related dates), you may want to consider a service option offered by many movers called Guaranteed Pickup and Delivery Service. Under this option, you enter into an agreement with your mover that provides for your shipment to be picked up and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined daily rate or to be reimbursed for a portion of your expenses.

INVENTORY: At the time the driver loads your shipment, he or she is required to prepare a written inventory of your shipment. When completed, the inventory provides a detailed, descriptive listing of your household goods and the condition of each item when received by the mover. Be sure that everything listed on the inventory is correct. Read over the list carefully to be sure that you agree with the list and with the driver’s assessment of the condition of your goods before you sign.

When your shipment is delivered, use the inventory to verify the articles delivered and their condition. If any damage occurred during the move or if anything is missing, make a record of it on the inventory form before you sign it again to acknowledge receiving and accepting your shipment. Failure to report loss or damage on the inventory form when your shipment is delivered may result in your claim being denied.

☑ Do not sign any delivery papers or statements concerning the condition of your goods until you inspect them and check them against the inventory form.

☑ If you notice a box is damaged at delivery, open it in the presence of the mover and have them confirm the condition of the articles in the box. Note any damage on the inventory form. If you find damaged articles after the mover has left, set the broken items and packing materials aside. Call the mover immediately so that a claims representative can inspect the damage.

MOVING TERMINOLOGY

- Accessorial (Additional) Services - services such as packing, unpacking, or shuttle service that you request to be performed (or are necessary because of landlord requirements or other special circumstances). Charges for these services are in addition to the transportation charges.
- Advanced Charges - charges for services not performed by the mover but instead by a professional, craftsman or other third party at your request. The charges for these services are paid for by the mover and added to your bill of lading charges.
- Bill of Lading - the receipt for your goods and the contract for their transportation. 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 that it is correct. **The bill of lading is an important document. Don’t lose or misplace your copy.**

- Binding/Non-Binding Estimate - a binding estimate is an agreement made in advance with the mover that guarantees the total cost of the move based on the quantities and services shown on the estimate. A non-binding estimate is the carrier's approximation of the cost based on the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding on the carrier and the final charges will be based on the actual weight and tariff provisions in effect.
- Guaranteed Pickup and Delivery Service - an additional level of service whereby dates of service are guaranteed, with the mover providing reimbursement for delays. This premium service is often subject to minimum weight requirements.
- High Value Article - items included in a shipment that are valued at more than \$100 per pound. These items should be disclosed to the mover to ensure that they are protected accordingly.
- Inventory - the detailed descriptive list of your household goods showing the number and condition of each item.
- Transportation Charges - charges for the vehicle transportation portion of your move. These charges apply in addition to the additional service charges.
- Order for Service - the document authorizing the mover to transport your household goods.
- Pickup and Delivery Charges - separate transportation charges applicable for transporting your shipment between the warehouse and your residence.
- Shuttle Service - use of a smaller vehicle to provide service to residences that are not accessible to the mover's normal linehaul equipment (large moving vans).
- Storage-In-Transit (SIT) - temporary warehouse storage of your shipment pending further transportation; for example, if your new home isn't quite ready to occupy. Added charges for SIT service and final delivery charges from the warehouse will apply.
- Valuation - the degree of "worth" of the shipment. The valuation charge that you are assessed compensates the mover for assuming a greater degree of liability than that provided for in the base transportation charges.

PART 5: RESOLVING CLAIMS AND USING ARBITRATION

If you've recently moved and experienced a problem with your mover, you may already know that the rules have changed for dealing with these problems.

Federal law abolished the Interstate Commerce Commission (ICC) in December 1995, and movers operate with less Federal oversight than ever before. Despite the fact that the Federal Motor Carrier Safety Administration currently has jurisdiction over interstate movers, consumer protection rules and the arbitration program, and the Surface Transportation Board has oversight regarding tariffs, rates and liability (insurance) issues, consumers are now much more *"on their own"* to handle problems that may occur as a result of their move. The information in this Handbook will help you to better understand and resolve the most common types of problems that might occur during your move.

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 our members can comply with the Federal requirement to provide you with a fair and effective way to resolve disputes that may arise over loss and damage claims on your household goods shipment.

The National Arbitration Forum administers our arbitration program. The Forum uses a panel of former judges and other legal professionals to review disputed claims cases; the administrative fee, which is divided equally between the parties, is paid to the Forum: AMSA does not receive any portion of the administrative fee. The parties to your proceeding will be you, your mover and the Forum as the 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 decision of the Arbitrator that you receive from the National Arbitration Forum will be kept confidential.

Federal law (Section 14908, Subtitle IV, United States Code) specifically prohibits an interstate carrier or its agent from disclosing to any person, other than the shipper or consignee, without the consent of such shipper or consignee, any information concerning the nature, kind, quantity, destination, consignee or routing of property tendered to such motor carrier, 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.

Please read the information in this part of the Guide carefully. Before you move, it is important for you to be aware of the program in the unlikely event that the need arises. If you would like to learn more about the AMSA Arbitration Program, contact your local professional mover.

WHAT TYPE OF COMPLAINT DO YOU HAVE WITH YOUR MOVER?

Complaints about moving companies usually fall into three (3) different categories; ***not all of these categories fall within the mandatory provisions of the Federal guidelines for arbitration.***

1. **Delays** - a missed pickup date or the late delivery of the shipment. If your shipment was late or delayed, file a **delay claim**, as explained below, with your mover.
2. **Billing Disputes** - the amount that the moving company has charged, or if the shipment has not yet been delivered, the additional amount that the mover is requesting before he will perform the delivery. If you feel that you have been overcharged, file a **claim for overcharge**, as explained below, with your mover.

Delay claims and billing disputes are not subject to mandatory arbitration. However, your mover may agree to arbitrate these types of disputes on a voluntary basis, or if your mover is an AMSA Certified Mover (most large movers are Certified), we may be able to help you resolve your complaint. Log on to our website at www.moving.org for more information.

3. **Loss and Damage** - a dispute with a mover regarding the settlement of a claim for loss or damage to a household goods shipment. If articles in your shipment were lost or damaged, file a **loss and damage claim**, as explained below, with your mover. If your claim is not resolved to your satisfaction, your AMSA member mover participates in an arbitration program for the resolution of such claims. For more information on this program, refer to the section below entitled "Loss and Damage Claims."

DELAY CLAIMS. You and your mover should agree on the dates that your shipment is to be picked up and delivered before you move. It is your responsibility to determine the date or spread of dates that you require for the pickup and delivery of your shipment. Once determined, it is your mover's responsibility to perform the pickup and delivery of your shipment on the agreed dates, as stated on your Bill of Lading.

Agreed Pickup and Delivery Dates. Unless you have requested guaranteed service, movers are required to transport your shipment within what the regulations define as "reasonable dispatch." This means that your mover is required to accomplish the pickup and delivery of your shipment on the dates you have requested, subject to circumstances that could have not been foreseen or conditions that are beyond the control of the mover that might cause delay.

While your mover will make every effort to see that your shipment is serviced on time, delays due to weather, highway construction, and mechanical breakdown do occur. Also, your shipment will frequently be transported along with several other shipments on a large tractor-trailer. Delays to your shipment can occur if another customer changes his or her plans on an earlier shipment that is already scheduled on the same truck.

If a delay does occur, and as a result you have expenses that you otherwise would not have had, you may be able to recover a portion of those expenses by filing an inconvenience or delay claim with your mover. It is important to understand however, that under the reasonable dispatch provisions, your mover (much the same as airlines operate under delayed flight conditions) is under no contractual obligation to compensate you for your delay claim. Depending upon the circumstances, your mover may choose to reimburse you for some of your expenses, but the mover is not required to do so. The mover is not required by the bill of lading (contract), by the tariff, or by any federal regulation to pay the expenses that you have claimed.

Guaranteed Pickup and Delivery Dates. If it is critical that your move be performed on specific dates (to meet landlord requirements, real estate closing dates, or job or school-related dates), you may want to consider a service option offered by many movers called Guaranteed Pickup and Delivery Service. Under this option, you enter into an agreement with your mover that provides for your shipment to be picked up and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed, you are entitled to be compensated at a predetermined daily rate or to be reimbursed for a portion of your expenses.

If your shipment was transported under the guaranteed pickup and delivery provisions, you must still file a claim with your mover if your shipment was delayed. Generally, such claims must be filed within 30 days of delivery.

OVERCHARGE CLAIMS. When you move under a non-binding estimate, the cost of your move will be based on the services performed in accordance with the mover's published tariffs and the mover is legally obligated to collect this amount.

Under a binding estimate, if you add items or request additional services, the mover may revise the original estimate before your shipment is loaded or, if you request additional services after your shipment is in transit, your mover will bill you for these added services 30 days after your shipment is delivered, if they were not included in your estimate. In addition, all movers reserve the right to charge for services necessary to accomplish delivery, even if those services are not requested by the shipper. For example, additional charges will apply if you are not prepared to accept delivery and the shipment is placed in storage, or if a smaller (shuttle) truck must be used to accomplish delivery because your new home is located on a narrow street. Again, your mover will bill you for these services 30 days after your shipment is delivered, if they were not included in your estimate.

If you believe that you have been wrongly charged for the services provided or charged for services that were not provided, file a claim of overcharge with your mover and ask for your bill to be reviewed.

LOSS AND DAMAGE CLAIMS. The AMSA Dispute Settlement Program operates under Federal guidelines to help with the resolution of disputed loss and damage claims.

However, the program is limited in the type of cases that may be arbitrated. Under the program, ***only loss and damage claims on interstate C.O.D. shipments are subject to mandatory arbitration, as provided for under the Federal regulations.***

Was your shipment an interstate move? Intrastate moves (moves between 2 points in the same state) are not eligible for arbitration under the mandatory Federal program. If the move was intrastate or local, you should contact the appropriate state regulatory agency or the state attorney general's office that oversees such matters in your state.

If the dispute is about loss or damage that occurred during an interstate move, **has the claim been filed with the carrier?** Claims eligible for arbitration are disputes, typically involving the amount of the settlement offer, which cannot be resolved between the shipper and the carrier. For example, during a move, a piano is damaged that you believe was worth \$10,000. The mover however, only offers \$1,000 for the damage because he believes that the piano was already partially damaged before the move. You can request arbitration to work out a settlement.

How much does arbitration cost? The Forum currently charges a fee of \$450 to arbitrate most cases. Disputes over \$10,000 are subject to an additional fee based on the amount in dispute. As the party instituting the case, you will be asked to pay \$225, or half the cost of the proceeding (unless a different amount is agreed to by you and your mover), when your case proceeds to arbitration.

However, settlements are often achieved before the arbitration process begins.

Therefore, you do not need to include the Forum's administrative fee or detailed documents supporting your position with your initial request. Instead, they will be due later, if your case cannot be settled and proceeds to arbitration with the Forum.

If you would like to request arbitration of your case, you must send us a **written request** for arbitration.

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 name),**
- **The dates and locations where the shipment was picked up and delivered,**
- **The dollar \$ amount you are seeking to recover through arbitration, and**
- **The settlement amount (if any) that has been offered by your mover.**

You may also request arbitration by using the forms available on our website.

Remember, before the arbitration process can begin, you must have already filed a claim through the carrier's regular claims process and the mover must have made its final offer to you.

REQUESTS FOR MORE INFORMATION. If you would like to learn more about the arbitration process, including the current schedule of fees, we invite you to contact us on-line or by writing to us at:

THE AMERICAN MOVING AND STORAGE ASSOCIATION
1611 DUKE STREET, ALEXANDRIA, VA 22314-3482

WWW.MOVING.ORG OR WWW.MOVE.US