

SUMMARY OF INFORMATION FOR SHIPPERS OF HOUSEHOLD GOODS

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Dear Fellow New Yorker,

As someone about to move, the information in this booklet is important to you. You should **read it thoroughly so you will know what you may expect from the mover and what the mover expects of you.** It is designed to furnish you with the information necessary to keep you from making mistakes which could result in loss of your time and money. The Department of Transportation regulates the practices of carriers of household goods within New York State and requires that this booklet be given to you. You should contact your mover and/or visit their facility, if you have further questions.

The following are major sources of misunderstanding and difficulty when moving:

(1) Obtaining an Authorized Mover

Every mover authorized by the Department must, in its advertising or soliciting, give its name, certificate number and address. *Be wary of any mover who provides only a telephone number and cannot give you its certificate number.*

(2) Cost of Service

The cost of your move is determined by the rates in the mover's tariff which is on file with the Department. Some movers may give you a written statement of *probable cost* (estimate), after looking over your household effects. If the final cost exceeds the amount in this statement substantially, the mover must, at your request, give you **15** days to pay the balance of the excess, as provided in our regulations.

(3) Liability of the Mover

Movers are not liable for the full value of lost or damaged goods unless special arrangements are made. Have the mover explain what the minimum standard liability is, and how you may get additional protection.

(4) Claims

You must have proof of your claim. The best proof will be written notations on the shipping papers made at the time of delivery.

(5) Pickup and Delivery Dates

If the mover cannot make the pickup or delivery at the time and date you have agreed upon, the mover must notify you of the delay and of the new date or period of time when the pickup or delivery will be made.

To avoid these and other problems, and to help ensure a smooth move, you should carefully read this booklet which covers, for your benefit and protection, many subjects and questions relating to your shipment of household goods.

REGULATED TRANSPORTATION

As the result of a law enacted in 1992, all household goods movements within New York State are regulated by the Department of Transportation, and can only legally be performed by movers authorized through the Department. Every such mover is required in its advertising, or soliciting, to give you information about its certificate of authority and company address. These movers are required to obey the law and the rules and regulations of the Department. One such rule requires them to file with the Department, and have available for your inspection, a tariff setting forth rates and charges. **DO NOT USE AN UNLICENSED MOVER!**

DO'S AND DON'TS OF MOVING

The majority of movers and their agents are reputable businesspeople who will not promise services they cannot legally provide. Keep in mind the following "DO'S and DON'TS" when selecting a mover.

DO...

Read this information booklet *in its entirety*.

Select your household goods mover with care. To verify that the mover is authorized by the Department of Transportation, you can contact the Department at **1-800-786-5368** or email nymoving@dot.state.ny.us.

Be sure that agreements between you and mover are *in writing* and on the *order for service* and the *bill of lading*. (See page 4 for description of these documents.)

Consider obtaining more than one estimate and be wary of exceptionally low estimates.

If a physical inventory record of your household goods is prepared, examine for accuracy as to the number of items, condition of furniture, etc.

Make sure you understand the limited standard liability of the household goods movers. Ask the mover to explain this minimum liability and how you can get additional protection.

Schedule your departure and arrival with enough flexibility to allow for unforeseen delays on the part of the mover.

Notify your building manager prior to moving day if you are moving from or to a residence with elevator access or limited parking.

Advise the mover of telephone numbers and/or addresses where you can be reached en route, or at destination, or both. You may designate in writing, someone to act as your representative, if required.

Consider the arrangement and final placement locations of your furniture in your new residence before your goods are delivered.

Be certain that everything listed on the inventory, if prepared, is accounted for before the van operator leaves either origin or destination.

File a claim in writing with the mover if you determine that your shipment has sustained loss or damage.

Note on the final *bill of lading*, any missing items or apparent damage.

DON'T...

Fail to read this information booklet.

Believe that any estimate or statement of *probable cost* given by a mover, except a *written binding estimate*, will be the *actual* cost of your move.

Expect the mover to provide boxes, cartons, wardrobes, or other packaging materials, free of charge.

Plan to leave your old residence until the moving company leaves. If you are unable to be present, designate someone to act on your behalf.

Fail to make a final check to be certain all items to be moved have been loaded.

Fail to make arrangements to have available, in cash, or certified check, or money order the maximum amount shown on the *order for service* unless credit has been arranged for in advance. This amount may exceed the written statement of *probable cost* 25 percent on hourly-rated moves and by 10 percent on weight-rated and *written binding estimate* moves. ***You have 15 days to pay any unpaid balance over these amounts.***

Don't sign any receipt for your household goods until you are *certain* no items remain on the truck.

Expect the mover to provide clean-up service, disconnection and reinstallation of appliances, fixtures, etc., free of charge.

ORDER FOR SERVICE - WHAT IS IT?

The mover will prepare *an order for service* which you and the mover must sign before the shipment is picked up. This document must contain the following information:

- (1) Shipper's name, address, and telephone number.
- (2) Consignee's name, address, and telephone number.
- (3) Name, address, and telephone number of the carrier's delivery agent or, if the shipment is to be interlined, the name, address, and telephone number of the delivery carrier.
- (4) Agreed pickup time and date and agreed delivery time and date or in lieu of specific dates, the period of time within which pickup, delivery, or the entire move, will be accomplished.

- (5) Complete description of special services ordered.
- (6) Any identification or registration number assigned the shipment by the carrier.
- (7) Amount of *probable cost* and method of payment of total tariff charges.
- (8) Maximum amount required to be paid in cash, certified check, or money order to relinquish possession of a C.O.D. shipment.
- (9) Whether shipper requests notification of charges and the address at which such communication will be received.

BILL OF LADING DOCUMENT - WHAT IS IT?

The mover will issue to you a *bill of lading* at time of pickup. This document is important as it serves as a receipt for your goods and represents the contract between you and the mover. There are three types of bills of lading, one for each type of move described below.

(1) Hourly-Rated Moves

The driver will ask you to initial the start and finish times. The start time will usually be the time the movers arrive at your old address and start to load. The finish will be the time they finish the job and leave your new address. An additional travel time charge will be added to cover the time spent traveling from the mover's terminal to your old address, and back to the terminal from your new address. For some movers, the starting time shown is the time the crew left the terminal to go to your old address and the finishing time to return to the terminal after finishing the job. In that case, there should be no charge for travel time.

(2) Weight-Rated Moves

The driver should present you with a weight ticket showing the tare weight (the weight of the empty vehicle) at the start of loading. At destination, the driver should present you with another ticket showing the gross weight (weight of the loaded vehicle). Your charges will be based upon the difference in these weights.

(3) Written Binding Estimate Moves

The *bill of lading* is combined with the *order for service* to include all services to be performed and covered by the binding estimate and will be accompanied by a detailed *inventory sheet* of the goods to be moved.

The *bill of lading* also sets forth the liability of the mover for loss and damage.

The *bill of lading* includes a delivery receipt. (Please refer to the section on **Filing of Claims** page 8)

HOW MUCH SHOULD IT COST YOU TO MOVE?

The cost of your transportation is generally determined in three ways:

- (1) For hourly rated moves, the charge is based upon the time it takes to do the job; including travel to and from your residences. The mover will quote an hourly rate for a van and a number of workers. Factors such as weather, traffic conditions, moving van accessibility, etc., as well as your own "readiness" will have an impact on the cost of your move. For any additional services, such as packing, rigging, storage, etc., there will be additional charges.
- (2) For weight/distance moves, the charge is based upon the weight of your goods and the distance they will travel.
- (3) For moves of any distance, the mover may, if it has a provision in its tariff, offer a **written binding estimate**. This is a written contract covering all of the transportation charges and services agreed to by you and the mover. Make sure the items shown to the mover at the time of the estimate, are listed accurately on the **table of measurements**.

It is important to remember that, with the exception of written binding estimates, the exact cost of your move cannot be determined until the job is completed on an hourly-rated move, or your goods are loaded in the van and weighed for a weight-rated move.

Some movers will schedule an appointment and send an experienced estimator to your home prior to moving day to look over your household effects and give you a written statement of the **probable cost** of the move. The estimate will help you to plan your financial arrangements in advance of your moving date.

It is your responsibility to show the estimator everything you intend to move and what special services you may need. Conditions at your new location are also a factor in the mover's estimate. Give the moving company as much information as possible.

If you have not made arrangements with the mover for credit, the mover will insist on payment of the actual charge in cash, or by certified check or money order. If the actual charges exceed **the probable cost**), you may defer payment of part of the excess as follows:

Hourly-Rated Moves

If the total charges exceed the written **probable cost** by more than 25 percent, the mover is required, at your request, to deliver your goods upon payment of the **probable cost** plus 25 percent.

Weight-Rated Moves

If the total charges exceed the **probable cost** by more than 10 percent, the mover is required, at your request, to deliver your goods upon payment of the **probable cost** plus 10 percent.

Written Binding (Estimate) Moves

If a dispute arises over variances between the actual quantity of goods moved or services performed and the **written binding estimate**, the mover is required, at your request, to deliver your goods upon payment of the amount of the **written binding estimate** plus 10 percent.

For any type of move, additional monies due the movers must be paid within 15 days. (excluding Saturdays, Sundays and holidays).

However, if you have requested the mover to pack and move more items or provide more services, than those included in the estimate, such as destination charges (i.e., long carry charges, shuttle charges, extra

stair carry charges, or elevator charges and others often not known at origin); *the mover is entitled to charge for those added services and collect full payment for them at the time of delivery.*

NOTE: IT IS ILLEGAL FOR A MOVER TO OFFER YOU A DISCOUNT OFF ITS TARIFF RATES.

WHO PREPARES YOUR ARTICLES FOR SHIPMENT?

The care with which your goods are packed determines the condition in which they arrive at your new home. If done correctly, performing your own packing will save money. Should you decide to perform all or part of your packing, you should do so with care. Use strong containers, which may be obtained from an outside source or rented or purchased from the mover. Special attention should be given to packing fragile items such as glass table tops and shelves, lamps, lampshades, pictures, mirrors, electronics, etc. All items must be properly packed before loading. Should you desire the mover perform the packing, the mover will supply the containers and perform the packing, unpacking, or both. There is a charge for containers, and for each container packed or unpacked by the mover. The mover is not responsible for damage to items you pack *unless* there is evidence of mishandling.

Certain moving preparations are your responsibility and should be made *before* the movers arrive, even if they perform both the packing and unpacking. Electronics, and major appliances such as refrigerators and washing machines, require disconnecting and special services to protect them during shipment. Other items which are attached to walls or floors such as draperies, pictures, or tacked-down carpets should be removed and ready for shipment. Some moving companies may provide these services for you at your request and expense. *Do not pack money, jewelry, or important papers. Valuable personal items of this kind should never be packed with the shipment. The mover has no liability for these types of items. Hazardous items such as paints, propane tanks, oil, and other flammables cannot be shipped. Consult with your mover for a detailed list of these types of "non-allowable" items.*

PRESS BOARD, PARTICLE BOARD AND/OR ENGINEERED WOOD FURNITURE

Furniture manufactured from press board, particle board and engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not built to withstand the normal stresses of a move as an assembled unit. Most are not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, unrepairable damage. **Talk to your mover about the various options available to handle these types of furniture.**

WHEN WILL YOUR SHIPMENT BE PICKED UP?

Movers are required to transport shipments with *reasonable dispatch*. The term reasonable dispatch means the performance of transportation at the time and date, or period of time, agreed to by the carrier and shown on the carrier's *order for service* and *bill of lading*. The mover is required to prepare the *order for service* prior to receipt of your shipment. It must be signed by both you and the mover. A copy of this order shall be given to you. You should make sure that the pickup date and time shown on the *order for service* is agreeable to you. If the mover promises you a pickup on a particular time or date or within a given period of days, it is required by the Department's regulations to exercise reasonable diligence in attempting to provide such pickup on that date or within the promised period. If the mover is unable to pickup on the date and time specified, the mover must promptly notify you of the delay and when the pickup will be made.

WHEN WILL YOUR SHIPMENT BE DELIVERED?

The shorter distance hourly rated moves, generally present no problem since delivery is usually made the same day. The following observations are applicable to the longer distance weight rated moves;

Your moving company is not required to make delivery on any exact date, but only within a reasonable time after loading. However, you and the mover must state on the order for service and bill of lading that you have agreed to delivery of your possessions on a certain date or within a certain period of time. If the mover cannot meet those dates, the mover is required to notify you to set a new delivery schedule.

CONDITION OF YOUR HOUSEHOLD GOODS

Upon arrival to pick up your goods, the mover may make notations on an inventory, or a *bill of lading*, about any pre-existing damage to the furniture. If a written inventory is prepared, make sure that an accurate description of the condition of your furniture is entered on the record. Before signing such record, note on it any exceptions you may have as to the condition description. For example, the driver may note that "chest is scratched." You may add for example, "on left side only," if that is the case.

WHAT IS THE MOVER'S LIABILITY FOR LOSS OR DAMAGE?

It is important to understand the mover's liability in the event your goods are lost or damaged. This is governed by the valuation statement on the *bill of lading*. In most cases, in the event of loss or damage, you will not be entitled to a payment that comes near the value of your household goods unless you declare the actual cash value of your goods on the *bill of lading* or purchase "*full replacement value protection*" for your goods. Both these options will increase the cost of your move. **Ask your mover to explain the cost and various coverage options available for your particular type of move.**

You may also have the option to purchase additional insurance from your own agent or broker.

FILING OF CLAIMS

As previously explained in this booklet, the amount of the mover's liability for loss and damage may depend upon the type of protection you purchased. If you need to file a claim, the earlier this is done, the sooner the mover can review it. ***Your best proof of a claim is to make a notation on the bill of lading, inventory or delivery receipt at the time of delivery.*** If you should later discover that an article was lost or damaged, ***and you have proof that such loss or damage was caused by the mover,*** you may still file a claim. However, your claim is much more difficult to review if it is made a long time after you receive your goods. Unless there are unusual circumstances, a claim should be filed within **90** days from the date your property is delivered.

Under the Department of Transportation regulations, every moving company that receives a written claim for loss or damage to property is required to acknowledge such claim in writing within **30** days after receipt. Further, the mover is required either to pay, decline, or make a firm compromise settlement offer in writing within **120** days after receipt of the claim. In the event the mover is unable to do so, the mover is required to notify the customer every **30** days thereafter, in writing, of the status of the claim and the reasons for the delay in making final disposition.

The Department of Transportation can be of assistance to you by requiring the mover to take timely action on your claim. However, it has no authority to determine whether the mover is liable in particular circumstances, or the amount necessary to repair or replace articles cannot be decided by the Department of Transportation. If you cannot reach a satisfactory settlement, your recourse is a civil action in court or arbitration.

Movers are required to file evidence of insurance with the Department of Transportation. This assures the payment of any claims ***for which the mover may be liable.*** You may obtain the name of a mover's insurance company by writing to the:

Department of Transportation
Office of Safety and Security Services
50 Wolf Road, POD 53
Albany, NY 12232
(800)786-5368

Also, movers are required to designate an agent for the service of legal process in every state through which they operate. Thus, if it should be necessary, you can commence legal action by serving the appropriate papers on the designated agent. The name of a mover's process agent can be obtained also by writing the Department of Transportation. If you obtain a judgment from a Court, the mover must pay it within **60** days unless execution is stayed or arrangements for payment have been made.

The Department of Transportation sincerely hopes that this booklet has been of assistance and that you have a safe, enjoyable move.

If you have questions that have not been addressed in this booklet,
please contact the department at:

1-800-786-5368

NOTES

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