

MOVING 101

A NORTH CAROLINA CONSUMER'S GUIDE

Issued by the North Carolina Utilities Commission

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I. INTRODUCTION

If you pay someone to perform a move in North Carolina, whether the move is across town or across the state, the move is probably regulated by the North Carolina Utilities Commission (Commission). Intrastate household goods movers operating in North Carolina must have a certificate ("C" number) issued by the Commission. Such certificated movers are required to have insurance, to meet other consumer protection requirements, and to comply with the provisions of the Maximum Rate Tariff (MRT). [Note: Interstate and international shipments, government and military moves, commercial moves (offices and equipment), and new furniture/retail deliveries are not under the Commission's jurisdiction.]

The Commission issued the MRT to establish the maximum rates movers may charge their customers for the services they render. The tariff also provides the forms which must be used and the information which must be given to each customer, as well as the rules and regulations governing these moves. The MRT is available on the Commission's website at <http://www.ncuc.net/appforms/trans/maxrate.pdf>. If you have difficulty accessing the MRT online, you may contact the Commission (919-733-4036) or Public Staff (919-733-7766) to discuss the MRT provisions.

BE SMART! HIRE A COMMISSION-CERTIFICATED MOVER. Minimize the risk of moving-day delays, damages, inflated charges, or loss of your possessions by hiring a legal (certificated) mover. A list of legal movers in North Carolina is available on the Commission's website at <http://www.ncuc.net/consumer/carriers.pdf>. The list is updated monthly. Subsequently cancelled or suspended certificates, as well as newly-issued certificates, will not be reflected in the list until the next update. If you have difficulty accessing the list online or want to check a mover's current status, you may contact the Commission (919-733-4036) or the Public Staff (919-733-7766).

The Maximum Rate Tariff establishes "maximum" rates a mover can charge; however, you and the mover are allowed to negotiate moving rates that are lower than the established maximum rates.

Sometimes customers encounter movers who do not have a certificate from the Commission. Such uncertificated movers may not realize that intrastate household goods moving is a regulated activity. Please let us know if you encounter someone offering intrastate household goods moving services who is not on the Commission's list: 919-733-7766.

II. HOW MOVERS CHARGE FOR MOVES WITHIN NC

MOVES OF 35 MILES OR LESS (HOURLY RATES): Moves of 35 miles or less are billed at hourly rates based upon the number of workers/vans and the time it takes to perform the move. The regulations define the maximum rates that movers may charge which allows movers and their customers to negotiate the rates to be used. The "clock" starts when the mover arrives at your home, and it stops when all the services at the destination have been completed. A charge may be assessed for traveling to your current home and from your new home. Time will be rounded up to the nearest quarter hour.

MOVES OF 36 MILES OR MORE (WEIGHT/DISTANCE RATES): Moves greater than 35 miles are billed based on the weight of the shipment and the distance between origin and destination. That distance is calculated using the current, official map issued by the NC Department of Transportation or, in some instances, special Commission-approved mileage

software. Any other online mapping services or odometer readings may not be used by movers for determining distance, although they may be used for directions.

The regulations define the maximum rates that movers may charge which allows movers and their customers to negotiate the rates to be used up to the maximum. The mover will weigh the vehicle prior to loading your household goods (tare weight) with a full gas tank and all the supplies to be used for your move. After the vehicle has been loaded, the mover will weigh the truck again (gross weight). The weight of the shipment (net weight) is determined by subtracting the tare weight from the gross weight. All weights will be shown on the Bill of Lading. However, if no adequate scale is available, a "constructive weight" (7 pounds per cubic foot of properly loaded van space) may be used to determine the weight of your shipment.

If it seems necessary, you may request that your shipment be reweighed prior to delivery. Reweighing will be done only where it is practical to do so. An additional charge may be assessed for reweighing if the difference between the two net weights is less than 100 pounds on a shipment weighing less than 5,000 pounds or is less than 2% of the lower net weight on a shipment weighing more than 5,000 pounds. The lower of the two net weights will be used in determining your charges.

EXTRA SERVICES: Movers typically perform services other than simply transporting your possessions. The following are examples of services which may add to the cost of the move:

- Packing/unpacking;

- Disconnecting/reconnecting appliances (washer, dryer, icemaker, etc.);

- Loading or unloading bulky articles (motorcycles, sheds, cars, hot tubs, pianos, pool tables, freezers, etc.);

- Shuttle services between the truck and the residence, when needed;

- Carrying items long distances;

- Using stairs or elevators in some circumstances;

- Going into hard to reach spaces (attics, basements, etc.); and

- Transporting boats and their trailers.

All charges may apply to weight/distance moves; some may apply to hourly moves. Movers may also hire a third party to perform certain services, and those charges will be added to the cost of the move. REMEMBER TO BE ON TIME OR YOU MAY PAY ADDITIONAL CHARGES.

EXPEDITED DELIVERY SERVICE: Most customers expect delivery within the next day or so after their goods are loaded. However, sometimes movers cannot deliver that quickly, particularly on smaller loads. If you request it, delivery can occur on or before a specific day. This earlier-than-normal delivery is called "expedited service" and is subject to the availability of the trucks. The rates that apply will be higher than you would normally pay and are based upon the number of miles involved in your move and the weight of your goods. If you agree to pay the extra charges for expedited service, you must sign at a certain section on the Bill of Lading acknowledging that you understand the shipment is moving under the provisions of expedited service which is more expensive than standard delivery service.

III. HOW MOVERS GIVE COST ESTIMATES OR QUOTES

PHONE QUOTES: When you call a mover, he may give you a quote over the phone. Movers vary in their ability to provide good phone quotes. Some are better at it than others. As with any type of quote, the more accurate the information you provide to the mover the more accurate quote you are likely to get.

INTERNET QUOTES: BE CAREFUL! The Internet is a valuable tool for investigating movers and comparing average moving costs. However, you should not commit to using a mover found this way without acquiring a lot more information. For example, you need to know where the mover is physically located, in case you later discover loss or damage and are unsuccessful in reaching the mover by telephone. Also, the website may actually be for a moving services broker, who arranges for a moving company to perform the move. As a result, somebody you have never heard of or researched, such as an uncertificated mover, may show up in a rental truck with a crew having a questionable reputation and an unprofessional attitude.

Additionally, you may want to include MovingScam.com in your research of moving companies. That website (www.moving scam.com) specializes in warning customers about moving companies. To verify that a mover is properly certificated to perform intrastate moves in NC, you can check the Commission website at <http://www.ncuc.net/consumer/carriers.pdf> or call its offices (919-733-4036) or those of the Public Staff (919-733-7766). PLEASE PROCEED CAUTIOUSLY WHEN BOOKING A MOVE OVER THE INTERNET.

GETTING A WRITTEN ESTIMATE: If you request it, a mover is required to give you a free written estimate on a Commission-approved form. Most movers will not provide a written estimate unless they see the items to be moved. Make sure you understand how the estimate is calculated. It is a good idea to get written estimates from several moving companies and compare them to make your selection. Be sure to give all of them the same information. After the estimate is provided, you might want to ask for suggestions on how you could reduce the costs. The estimator can usually offer some helpful hints. A mover is not required to provide a written estimate if you request the estimate less than five business days prior to the move or if the total weight of the move is less than 500 pounds.

ADDENDUM TO A WRITTEN ESTIMATE: Sometimes circumstances change after a written estimate has been given. For example, you agree to sell all the furniture in your second bedroom to a neighbor rather than move it, or the friend who planned to buy your hot tub changed his mind and you now need to move it. If these types of changes occur when you have a written estimate, an Addendum to the Estimated Cost of Services (Addendum) form needs to be completed to retain the integrity of the written estimate. If you request services not covered by the written estimate and you do not sign the Addendum, the carrier may refuse to perform the requested services.

IV. THREE TYPES OF WRITTEN ESTIMATES

Non-Binding: A nonbinding written estimate shows the approximate charges for the services to be provided. At the time of delivery, the mover will expect payment for the actual charges. If the actual charges are greater than 110% of the charges shown on the written estimate plus any addendum to that written estimate, you may request to pay 110% of the charges at the time of delivery and the balance within 30 days. Payments received after 30 days may be subject to a finance charge of 1% per month. Of course, you can pay for the move in full at the time of delivery.

Binding Guaranteed: A binding guaranteed written estimate is fully binding on both you and the mover. If any additional services are performed by the mover at your request, which are not covered in the written estimate, additional charges may apply and you will be expected to sign an Addendum to the written estimate acknowledging such changes. At the time of delivery, the mover will expect payment of the written estimate, plus any charges for additional services. If services covered in the written estimate are no longer required, a properly completed Addendum will acknowledge the removal of the charges for those services from the written estimate.

Binding Not-to-Exceed: A binding not-to-exceed written estimate is a guaranteed maximum charge for the move as long as you do not request additional services. After the move has been completed, all charges will be calculated. At the time of delivery, if the actual charges are less than the written estimate, you will pay the actual charges; if the actual charges are greater than the written estimate, you will pay the written estimate. However, if any additional services are performed by the mover at your request, which are not covered in the written estimate, additional charges may apply and you will be expected to sign an Addendum to the written estimate acknowledging such changes.

V. HOW TO PAY FOR THE MOVE

PAYMENT IS EXPECTED AT TIME OF DELIVERY: Most movers only accept cash, certified check, money order, or travelers check for payment at the time of delivery; they might not accept a personal check. Many movers do not have the ability to process credit or debit cards. Prior to your move, make sure you understand the form of payment which will be acceptable to your mover.

VI. STORAGE OPTIONS

STORAGE-IN-TRANSIT (180 days or less): Short-term storage for a period not to exceed 180 days is called “storage-in-transit” (SIT) and, if requested, it may be performed for an additional charge. However, not all movers offer this service. For SIT, the rates, rules, and regulations of the Commission apply. SIT rates are based upon the weight of the shipment and not by the number of containers. Usually, the mover will require payment of the charges already incurred plus the first month’s storage at the time of delivery into storage. Charges are calculated on 30-day increments and may be prorated. Sometimes customers cannot take delivery of their possessions within a 180-day period. If that happens, the shipment changes from “storage-in-transit” to “permanent storage.” **BE SURE YOU KNOW THE LOCATION OF THE WAREHOUSE OR THE WAREHOUSE OF THE MOVER’S AGENT WHERE YOUR GOODS ARE STORED.**

PERMANENT STORAGE (More than 180 days): Permanent storage is storage for more than 180 days, and the storage charges are not under the Commission’s jurisdiction. Sometimes the customer knows in advance that storage is needed for longer than 180 days and will contract for permanent storage. Under such circumstances, the shipment is considered “delivered” when it arrives at the storage facility which is its destination. The transport of such shipment in and out of permanent storage is conducted under separate moving contracts subject to the rates, rules, and regulations of the Commission if the move is intrastate. **BE SURE YOU KNOW THE LOCATION OF THE WAREHOUSE OR THE WAREHOUSE OF THE MOVER’S AGENT WHERE YOUR GOODS ARE STORED.**

CUSTOMER-CONTROLLED STORAGE: Sometimes customers want their possessions to be delivered to a public storage facility (also called, “mini-storage”) which will be under the customer’s control. If you need such storage, please understand that the mover’s liability ends once the items are in the storage unit. Therefore, you should be present at the time of delivery to check for damage to your items BEFORE they are deposited into the unit. Damages discovered after the moving crew leaves can be denied. You should also be present at the delivery to provide substitute padding or other protection for your furniture, unboxed items, etc. while they are in storage. The mover transported your items using the mover’s pads; the crew will remove and take those pads with them when they leave. Of course, the rates you pay for this type of storage are not under the Commission’s jurisdiction.

VII. THREE TYPES OF VALUATION

Customers will often ask movers, “What kind of insurance do you have in case something is lost or damaged?” While the Commission requires the mover to have cargo, auto, and general liability insurance, the settlement of your claim is defined by the valuation you select. Valuation establishes the total value of your shipment in case of catastrophic loss and also governs how the mover will resolve your claim for loss of or damage to individual items. The type of valuation will cover the entire shipment; you cannot select one type for part of the shipment and another one for select pieces. You must explicitly indicate your choice in two places: on the Bill of Lading and on the Addendum to the Bill of Lading (making sure that they both show the same choice).

As discussed below, there are three types of valuation available for both weight/distance and hourly-rated moves. However, hourly-rated shipments are not weighed. Therefore, if you decide to purchase depreciated or full value protection for an hourly-rated move, the mover will estimate the weight of your shipment to calculate its value.

REMEMBER: You must select your level of valuation before the move begins. Once it starts, the selection cannot be changed. Also, be sure to provide the mover with a list of items you believe to be of extraordinary value (see Articles of Extraordinary Value). While preparing that list, customers sometimes realize that they have undervalued their shipment by simply accepting the minimum required. If everything on the truck is destroyed, are you prepared to accept a check for the value of the shipment shown on the estimate? If not, talk to someone about declaring an increased amount (and paying a higher fee).

Basic Value Protection - No Charge: The mover’s maximum liability will be 60¢ per pound based upon the weight of any lost or damaged items, regardless of its actual value. For example, damage to your refrigerator weighing 400 pounds would result in a maximum claim settlement of \$240. Basic Value Protection provides minimal protection, and it is possible that settlement of any claim under this level of valuation will not be satisfactory to you. Under this type of valuation, for example, if the total weight of your shipment is 8,000 pounds, then the total value of your entire shipment is established to be \$4,800.

Depreciated Value Protection - 50¢ Per \$100 of Value: The minimum value of the shipment will be \$1.25 times the weight of the shipment. However, you have the right to declare that your shipment has a greater value and pay for that increased protection. When submitting a claim, you need to provide the replacement cost and the age of the lost or damaged items. You may ask your mover for the source of its depreciation rates. Many movers use the depreciation guide supplied by the American Moving and Storage Association. For example, damage to a seven-year old, \$200 end table depreciated at a rate of 7% per year results in a depreciated

value of \$102. Movers have the options of paying you the depreciated value, repairing the item, or paying the repair cost. Under this type of valuation, for example, if the total weight of your shipment is 8,000 pounds, then the total value of your entire shipment is established to be \$10,000 and the charge for that level of protection would be \$50. However, if you decided that your shipment has a greater value, maybe \$15,000 rather than the calculated minimum of \$10,000, you could establish that your shipment value is \$15,000 and the charge for that level of protection would be \$75.

Full Value Protection - 75¢ per \$100 of Value: The minimum value of the shipment will be \$4.00 times the weight of the shipment. However, you have the right to declare that your shipment has a greater value and pay for that increased protection. If items are lost, the mover will have the options of replacing them with articles of like kind and quality or paying the replacement cost as determined by current market value. If items are damaged, the mover will have the same options, plus the additional options of repairing the items or paying the repair cost. All damaged items that are either replaced or reimbursed at full-market value become the property of the mover. Under this type of valuation, for example, if the total weight of your shipment is 8,000 pounds, then the total value of your entire shipment is established to be \$32,000 and the charge for that level of protection would be \$240. However, if you decided that your shipment has a greater value, maybe \$45,000 rather than the calculated minimum of \$32,000, you could establish that your shipment value is \$45,000 and the charge for that level of protection would be \$337.50.

VIII. ARTICLES OF EXTRAORDINARY VALUE

Items of extraordinary value are defined as those having a value greater than \$100 per pound. Such items, e.g., crystal, fur garments, antiques, etc., should be specifically listed in writing for the mover and signed for on the Bill of Lading. If not listed, the mover's liability could be limited to \$100 per pound per article (based upon the actual article weight) regardless of the valuation you selected. For example, a claim for a broken \$500 collectible weighing one pound could be covered for only \$100. However, if such collectible item is claimed on the inventory list as an item of extraordinary value at \$500, the mover's liability may be up to \$500 if you selected Full Value Protection. But remember, even if you declare items of extraordinary value, the total value of your entire shipment is still no more than the total value that is established under the type and total amount of valuation protection you select. Keep a copy for your records of the inventory list you provide to your mover. It is highly recommended that you transport certain valuable items yourself, such as jewelry, stamp and coin collections, cash, guns, legal and medical documents, tax records, genealogy research, and other such irreplaceable items.

IX. PARTICLE BOARD FURNITURE

North Carolina is one of only four states in the nation that acknowledges the unique characteristics of ready-to-assemble furniture made from press board, particle board, or other similar engineered materials. These items are shipped unassembled from the manufacturer for assembly by the customer or the retail store. Most of this furniture is not designed with the extra structural pieces to adequately brace the unit for movement out of or into a residence and may not withstand the normal truck vibration. Assembly instructions frequently suggest that the connecting pieces (often using dowels) be glued in place. While the gluing does not significantly improve the structural integrity of the piece, it makes disassembly impossible without creating substantial, irreparable damage. You need to be aware that the mover's maximum liability on such furniture is 60¢ per pound per article or \$50 per article, whichever is greater, regardless of the type of valuation you select.

X. PACKING DAY

You should accompany the crew leader on a visual inspection of your home and provide any special instructions. Point out items not to be packed, items valued over \$100 per pound (see Articles of Extraordinary Value), fragile items, items that need to arrive first, and items that need servicing (such as washers and dryers).

You may choose to pack some or all boxes yourself. However, movers are not liable for any damages to items you pack unless there is external damage to the box and an inspection is done at delivery. If a box you pack is lost and listed on an inventory sheet, the mover may be liable. You will be charged for packing materials used or provided by the mover.

Once packing is completed, you and the crew leader should conduct another visual inspection of your home to make sure all required items have been packed. Check closets, attics, basements, cabinets, detached buildings, and other areas of the property to ensure that nothing has been missed. Make sure all boxes are properly marked with room placement and general contents to help inform the crew where the boxes should be delivered within your new residence.

XI. LOADING DAY

Either you or your representative should be present at the time of loading and unloading. The mover might perform a detailed inventory of some or all items. If so, review the inventory sheets to make sure you agree with the mover's assessment of the condition of your items.

Once loading has been completed, you and the driver should walk through the house to make sure all items are on the truck. Check closets, attics, basements, cabinets, detached buildings, and other areas of the property to ensure that nothing has been missed.

You are responsible for preparing your appliances for shipment. Alternatively, your appliances may be serviced (disconnected and prepared for shipment) by a third-party company or the moving company for a further charge. Furniture pads, covers, and other standard protective materials which are part of the mover's regular equipment are included in the transportation rates.

MAKE SURE YOUR MOVER HAS YOUR CORRECT DESTINATION ADDRESS, DETAILED DIRECTIONS TO FIND YOUR NEW RESIDENCE, AND CONTACT INFORMATION INCLUDING COMPLETE NAMES AND PHONE NUMBERS.

XII. DELIVERY DAY

You should walk through the new residence with the driver to determine the best way to unload and place your possessions. The crew will assemble all items that they disassembled at origin. They will not assemble items disassembled by others. Appliances will be serviced by the same party that serviced them at origin. Remember, servicing appliances may result in additional charges.

You may request that boxes packed by the mover be unpacked at delivery at no additional charge. If you want the crew to unpack, be sure to let the mover know before moving day, so

the scheduler can allow enough time for that service. The crew does not put items in cabinets, drawers, etc., although they will hang clothes in closets. The packing materials will be removed from the premises on the delivery day. If the crew has to return another day to unpack and/or remove the packing materials, an additional charge may apply.

After the delivery is completed, you should walk through the rooms with the driver to conduct a final inspection. **IF YOU DISCOVER DAMAGES, DO NOT DISPOSE OF ANY DAMAGED ITEMS OR THE PACKING MATERIALS USED FOR THOSE ITEMS SINCE THEY WILL BE NEEDED FOR PROOF OF DAMAGE.**

Make sure the Bill of Lading is properly completed showing a detailed list of all services and charges. Once you agree with all the services and charges listed on the Bill of Lading, sign all required paperwork. **DO NOT SIGN ANY BLANK FORMS.** You may note on the Bill of Lading or the inventory sheet any damages discovered; however, a damage claim form is still required. Be sure to get a copy of the Bill of Lading, the Addendum to the Bill of Lading, and the inventory (if one was performed).

XIII. LOSS OR DAMAGE

If you have lost or damaged items, contact your mover for a claim form. Claims will not be processed until you pay for the move in full. **CLAIMS SHOULD BE FILED WITH THE MOVER AS SOON AS POSSIBLE, BUT NO LATER THAN NINE MONTHS AFTER DELIVERY. DO NOT DISPOSE OF ANY DAMAGED ITEMS OR THE PACKING MATERIALS USED FOR THOSE ITEMS SINCE THEY WILL BE NEEDED FOR PROOF OF DAMAGE.**

On the claim form, list all damaged and lost items, including the age, original cost, and weight as well as a description of the damage. The mover may request estimates or may send a third party to assess the damages.

All claims will be settled based upon the type of valuation you selected on the Bill of Lading and the Addendum to the Bill of Lading (see Valuation section above). If you are unable to resolve your claim with the mover, the Public Staff's Transportation Rates Division (919-733-7766) is available to assist you. If the mover denies liability for all or part of your claim, you may seek legal action against the mover. However, such action must be taken within two years and one day from the date when written notice was given by the mover to you that your claim has been denied. Items believed to be stolen should be reported to the proper law enforcement authorities immediately.

XIV. HAVE A GREAT MOVE!

We hope this information will be helpful to you in your selection of a Commission-certificated mover and in understanding the various aspects of the move you are about to experience. Yes, moving is stressful. However, the more educated you are about the moving industry and your rights and responsibilities, the more likely your move will go as smoothly as possible.

This information was developed as a coordinated effort by the North Carolina Utilities Commission, the Public Staff of the Commission, and the North Carolina Movers Association. Let us know if you have any questions or suggestions about improvements to this document by calling the Public Staff's Transportation Rates Division at 919-733-7766. We are always interested in learning ways to help our citizens!