GENERAL INFORMATION BULLETIN FOR MOVING HOUSEHOLD GOODS IN OREGON

MOVING?

You'll want to read this first... If you're among the thousands of people who will move from one home to another in Oregon this year, this pamphlet is for you. Take a few minutes to read it and learn how to evaluate a moving company, how to choose a reputable mover, how moving charges are determined, what an "estimate" really is, how to protect yourself against (and minimize the risk of) loss or damage to your property, and other information that **can help you be an informed consumer** BEFORE, DURING and AFTER your household move.

Household movers are business men and women; and like all businesses, some are better than others. If a dispute arises, you can expect them to defend their contract rights. You can avoid many problems by doing two things: choose a certified professional mover with care and understand your rights and obligations.

Most problems arise from disagreements about either the **estimate of charges** or the mover's **liability for damaged or lost property**. Briefly, an estimate is **NOT BINDING**. An estimate is only a general idea of what charges will be, under normal conditions. Your actual costs can be much higher, because your bill will be based on the actual service performed. Charges are based on either weight distance or by the number of workers and the number of hours the job takes.

1. **Most Common Problems:**
   Estimates:
   (a) Estimates are free of charge. You may obtain more than one estimate in order to compare movers and service. Be sure to tell each estimator the same information in order to compare service and quality of estimates;
   (b) Estimates must be in writing. An estimate of charges may only be given after a visual inspection of the goods by the mover. Oral or telephone estimates are not permitted. This does not prevent a mover from telling you their rates and how much similar moves may have cost;
   (c) You should NOT select a mover based solely on the lowest estimate provided because estimates are not binding and may differ from the final cost;
   (d) Be cautious if you receive a very low estimate as compared to other estimates. All services may not have been included or it may not be accurate;
   (e) Binding estimates or guarantees of actual charges are illegal on intrastate transportation of household goods in Oregon;
   (f) Final charges for moves must be based upon rates published in the mover's tariff and approved by Oregon Department of Transportation (ODOT), regardless of any estimate given by the mover prior to the move.

   Changes/Additional Service Requires An Addendum Estimate:
   When a written estimate of cost for services has been given to you but additional services (not included on the first estimate) are needed, an addendum estimate must be prepared. This means that if you ask for

additional materials or service, or an unforeseen circumstance arises, a second estimate must be given to you. An addendum estimate must clearly show you any extra estimated costs, and be signed by you.

Estimates for Delivery into Storage: (a) If your shipment will be put into storage, be sure to look at the origin and destination address(es) on the estimate. This will tell you if the estimate is for one-way transportation only (into the warehouse), or for the complete trip to the final destination; (b) If needed, ask for a second estimate of charges for removing your goods from storage and delivering them to the final site; (c) Be sure the estimate includes the warehouse handling and storage charges. Generally, new storage charges are added monthly.

Underestimates:

(a) ODOT rules do not allow movers to provide underestimates for service. It is an underestimate if the final charge is higher than 10 percent of the original estimate, and addendum estimate (if any);

(b) ODOT requests that you contact them if this happens, so that the situation may be investigated. ODOT may file a formal complaint against a mover for underestimating;

(c) If an underestimate does occur, you must still pay the total tariff charges because estimates are not binding;

(d) If payment is due upon delivery, the amount that must be paid is the estimated amount (and addendum estimated amount, if any) plus 10 percent. The excess amount is the amount above that. You may request deferred payment of the excess amount for 15 days. The 15-day extension does not include Saturdays, Sundays, or holidays.

The Value of Your Goods and Levels of Protection:

As for the ***CARRIER'S LIABILITY***, just remember that the lowest rate offers the least protection for your goods. Carriers offer a few options for protecting your property. Be sure you understand them and choose carefully; and if anything is lost or damaged, file a written claim immediately! **It is important to understand that a "carrier's liability" and "insurance" are not the same thing.**

Valuation Options:

(a) If you select Released Value Protection, a household goods mover's liability for loss or damage caused by the mover is charged a rate of 60 cents per pound per article based upon the actual weight of each article damaged;

(b) Additional valuation protection may be purchased from the mover or an insurance company of your own choosing;

(c) You may want to check with your own insurance company first. Ask whether your insurance coverage applies when your goods are transported by a for-hire carrier;

(d) **You are free to purchase insurance for your goods from someone other than the mover;**

(e) Valuation protection options are available from the mover. The valuation protection options are:

(A) Option 1. Released Value Protection/Almost No Coverage. This type of valuation pays up to 60 cents per pound per article for any lost or damaged article. For example, it would pay a maximum of $30.00 for a 50-pound table ($.60 x 50 lbs.). You are not required to pay an extra charge for this option;

(B) Option 2. Replacement Cost Protection. The weight of your goods is multiplied by a rate of at least $3.50 per pound to determine the value of your goods. This amount will be used to calculate the amount you must pay for this protection. If the shipment is not weighed, the carrier will use seven pounds per cubic foot of space utilized to determine the weight. Ask your mover for the current price of this option.

Additional Valuation Information:

(a) Hourly rated shipments are not usually weighed, so a lump sum value must be declared if you wish to purchase replacement cost protection;

(b) You must choose an option. If your mover fails to have you select an option, Replacement Cost Protection will be selected at your expense.

Ready to Assemble Furniture:

"Ready to Assemble Furniture" does not stand up to the normal strains of moving and needs to be fully disassembled prior to your move to avoid loose joints, chipping, and breakage. The cost of repair can exceed the value of this furniture. Your mover may have limited its liability for handling this type of furniture, or may have an added cost for doing so. Please ask your mover if any of your furniture is classified as "ready to assemble" and how they handle such items.

2. **Before the Move...**
Use A Certified Mover:
The most important thing you can do is choose from among the more than 100 movers certified by ODOT. Certified, professional movers must comply with Oregon laws and they must perform their services in accordance with their published tariff. Movers that are not certified operate outside the law, and they may provide little protection for loss or damage to your property - or none at all. For your protection, do not hire a mover that is not certified with ODOT.

Good Reputation:
A good reputation is a valuable asset to a mover. Get recommendations from neighbors, friends, co-workers, real estate agents, or any newcomer who has used a mover recently, and then get estimates from movers with satisfied customers. Ask for and check the company's references. Inquire about the company's consumer complaint history.

Compare Costs:
Moving charges are calculated by various methods. Rates for the same services can be different from one mover to another, so ask each mover about their moving rates and how and when they apply. Be sure you clearly understand how your moving charges will be calculated before you choose a mover. You can also confirm rates and charges by calling ODOT.

3. **During the Move...**
Inventory:
An inventory and the bill of lading will be very valuable documents if you have a claim for loss or damage later on. After the truck arrives, but before the loading begins, you may ask the carrier to make an inventory of your property and accompany the mover while the list is prepared. Make sure the inventory is legible and accurate and that any notations also appear on the company's copy. If you're billed on an hourly basis, you may have to pay for the time an inventory takes; but without one you could have a very hard time proving a claim. The driver must give you a copy of each page of the inventory. You should attach your copy of the inventory to your copy of the bill of lading. It is your receipt for the goods. If you disagree with the inventory, note it on the list before you sign it. You may wish to prepare your own inventory and count the items and boxes as they are loaded and unloaded. Discuss this with the mover in advance because a successful loss or damage claim settlement may depend on a good inventory.

Bill of Lading:
This is your contract with the mover. It states the mover's responsibilities, such as the services they will perform, when and how they charge for the move, and their liability. Be sure you understand the contract (especially the part about the carrier's liability), and get a copy. Don't sign it until you understand it and agree with it. **Movers are required to issue to you a bill of lading,** do not hire a mover who doesn't use one. You will be asked to sign the bill of lading to certify:

1. That the mover provided you with the bulletin titled "General Information
   Bulletin for Moving Household Goods in Oregon".
2. Your selection for valuation declaration and level of protection coverage.
3. Your goods have been delivered.

Packing, Delivery and Inspection:
Caution: Generally, a moving company will NOT accept liability for items you pack yourself (unless the mover is negligent in handling the items). Any items you pack must be able to withstand the normal rigors (shaking) of transportation. Discuss this with the mover. Consider asking the mover to pack any fragile items for you.
As the mover unloads your household goods, check for missing items and damage to items. If an inventory was prepared, it is your responsibility to check the items delivered against the items listed on the inventory. If an item is missing, or new damage is discovered, discuss it with the driver. Make a record of the missing or damaged goods on the drivers copy and your copy of the bill of lading or inventory.

After the shipment is unloaded, the driver will request that you sign the bill of lading and/or inventory sheets to show that you received the items listed. Do not sign these documents until your notations have been made if any items are missing or damaged. A claim settlement may depend on whether these notations were made by you at the time of delivery. Keep any evidence, such as crushed cartons, until the claim is settled.

Never pack jewelry, money, important papers, medicines, or other valuable articles for shipment on the mover's truck. Carry them with you. Your mover is not responsible for these items.

Hourly Local Moves:

Local moves are generally within an area of 50 air-miles and are charged on an hourly basis. A mover's tariff will provide the areas and rates for local moves. Hourly rates depend on the number of persons and vehicles employed on the job and whether overtime is involved.

Weight Distance Moves:

When hourly rates are not applied to a shipment, movers may use a weight distant rate per 100 lbs of load weight, using a chart in their tariff. The price of the move will be based on the total weight of the goods being shipped and the distance between moving points. To determine the net weight of your shipment, the mover weighs the empty vehicle and then reweighs it after loading your belongings into the truck or by other methods approved in Oregon Administrative Rule (OAR) 740-060-0080. At your request, the mover will notify you of the weight and charges as soon as the net weight of your shipment is established. You are entitled to witness the official weighing of the loaded vehicle if you request to do so. The mover can also re-weigh the shipment before delivery at your request if it is practical to do so. The cost of re-weighing the shipment may be charged to you, if it is covered in the mover's tariff. Regardless of the distance of the move, additional charges may be included for packing materials and charges for heavy or bulky items (i.e. pianos, safes, etc), or for stairs.

Hourly Distance Moves:

When hourly rates are used for distance moves, the hourly rate charged for the transit time to and from the move locations are limited to the following:

a) The calculation of time it takes for a carrier to travel from the terminal location to the origin of the move must be determined by Google Map miles using the address to address locations to establish the estimated time of travel to be charged to the shipper.

b) The return trip from the destination of the move to the terminal location must be determined by Google Map miles using the address to address locations to establish the estimated time of travel to be charged to the shipper.

The hourly charge will start at the origin location of the move and end after the move is completed at the destination location.

4. **After the Move...**
Paying the Mover: Be prepared to pay the mover upon delivery of your goods. Unless you've made credit arrangements with the mover, you will be expected to pay for the move before your goods are unloaded. If the total charges exceed your original written estimate by more than 10 percent, you have the right to request a 15 day deferment of payment of the amount in excess of your original estimate plus 10 percent. The 15-day extension does not include Saturdays, Sundays, or holidays. The mover must release your goods with receipt of payment of the original estimate plus 10 percent.

Filing a Claim for Loss or Damage:
Claims must be filed with the mover in writing within three months of the date of delivery. A successful claim for loss or damage may depend on your having written an accurate description of the loss or damage on the inventory or the bill of lading (on the mover's copy, too!).

Unless you note the loss or damage on these documents, your burden of proof may be more difficult. These written notations do not constitute a written claim, however. File your claim with the mover in a letter or use a claim form provided by the mover. Specifically describe the loss or damage and include a copy of the inventory and/or bill of lading. Send it to the mover at its local office. If there is no local office at your destination, file it at the mover's home office. Movers must acknowledge written claims within 30 days and act on them (that is, pay, settle, or deny a claim) within 120 days. After the 120 days, the mover must continue to notify you in writing of the reason for the delay each 60 days until the claim is settled. Be sure to keep the damaged property, because the mover has a right to inspect any damaged property before

settling a claim. Do not have damage repaired or replace the item before consulting with the mover or it may jeopardize your potential settlement. ODOT does NOT have authority to settle claims, but does enforce the time limits for responding to claims. The mover must send a copy of any delayed claim letter to ODOT. Contact ODOT if the mover does not adhere to these time limits. If the mover will not voluntarily settle a claim to your satisfaction, you may file suit in a court of law. Depending on the amount contested, you may be able to use small claims court.

5. **Additional Information:**
   The best way to avoid problems is to plan ahead and be prepared. No two moving companies are the same. Some are better than others, so it's worth your time and effort to remember these important considerations:
   1. Choose carefully - only use a mover certified by ODOT.
   2. Get a written, signed estimate, and keep it.
   3. Be ready when the mover arrives.
   4. Accompany the mover to make up an inventory.
   5. Understand and agree with the bill of lading before you sign it.
   6. Before scheduling your move, require the mover to explain its limits of liability and your options for loss and damage protection.
   7. Be at the destination at the time agreed upon for delivery.
   8. Check the condition of your property before you sign a delivery receipt.

Complaints:

If you are not satisfied with the mover's service, you should first try to resolve your dispute with the mover. Many disputes can be resolved by asking to speak to a supervisor.

If you are not satisfied with the response from your moving company, contact ODOT to file a complaint.

For More Information Contact:

Oregon Department of Transportation Commerce and Compliance Division

455 Airport Road SE, Building A Salem, OR 97301

Household Goods Rates and Tariff Information
https://www.oregon.gov/odot/MCT/Pages/Commercial-Vehicle-Licensing-Services.aspx

For more information, or to check if a mover is licensed in Oregon, call ODOT-CCD at (503) 779-8093.