



A Moving Experience

Practical Guide to Moving

2017

Office of Freight and
Commercial Vehicle
Operations

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Choosing a Household Goods Mover

This guide assists consumers moving their household goods within Minnesota (intrastate). It provides advice on choosing a mover and explanations of common business terms and practices. If you are moving to another state (interstate), contact the Federal Motor Carrier Safety Administration (FMCSA) at 888-368-7238 or visit www.protectyourmove.gov.

When moving within Minnesota, several laws are in place to protect the consumer.

All movers in Minnesota must:

- Be registered and obtain a permit from the Minnesota Department of Transportation (MnDOT);
- Have a unique identification or MnDOT number. This number is required on all advertisements and official publications;
- Carry property and liability insurance; and
- Publish their rates and charges for their moving services and file them with MnDOT. The carriers are required to charge only those rates and charges shown in this publication.

To check if a mover has a valid permit and is insured, contact MnDOT's Office of Freight and Commercial Vehicle Operations (OFCVO) at 651-215-6330. Anyone who makes arrangements for drivers, vehicles, or transportation services for moving household goods is considered a mover and must comply with the items listed above and must hold a MnDOT permit.

The Better Business Bureau (BBB) and industry trade associations are other resources for finding reputable movers and helpful moving tips.

Understanding the Common Terms

When dealing with carriers it is helpful to understand the meaning of common terms the industry uses. These are a few key terms used:

Bill of Lading – The receipt for your household goods and the contract for their transportation.

Extraordinary Value or High Value Article – Any item whose value exceeds \$100 per pound.

Hazardous Materials – Explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Many common household items are also considered hazardous materials. These include nail polish remover, paints, paint thinners, lighter fluid, gasoline, propane cylinders, and automotive repair and maintenance chemicals.

Intrastate Move – A move in which goods are transported from one point to another within the same state; no state borders are crossed.

Interstate Move – A move in which goods are transported from one state to another.

Order for Service (also called Driver's Order) - A list of all the services the mover will perform and charges for those services, the location where the property will be picked up and delivered, and estimated time and date of pickup.

Tariff – A list of rules, regulations, available services, and resulting charges. Each mover publishes its own tariffs and is required to file it with MnDOT.

Valuation – The designated dollar value of your shipment.

Obtaining an Estimate

Minnesota regulations do not require a carrier to provide an estimate for its services. To help you anticipate the cost of the move, most movers will give you an estimate of the price upon request. Make sure the mover sees all items to be moved, and 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. There is no guarantee that the final cost will not be more than the estimate.

The estimate will be based on a number of things:

1. Type of move:
 - Local moves are generally considered moves within a metropolitan area such as the Twin Cities, or moves of 50 miles or less and are typically charged on an hourly basis. These charges are subject to the number of the mover's personnel provided and a minimum charge. The hourly charge may not always start and stop at the same time for different movers. Make sure you ask the mover.
 - Distance moves are typically moves outside a metropolitan area (from one city to another area – such as Minneapolis to Duluth) and charges are based on the distance traveled and the weight of the shipment.
2. Extra services provided could result in additional charges:
 - If you request and the mover provides services, such as packing and unpacking
 - If you have heavy or bulky items to be moved, such as pianos or safes
 - If the mover must hand carry goods up stairs
 - Ask your mover if it provides any additional services and what it charges for them

Estimates for moving your personal property in Minnesota are not binding on the mover even if given in writing. Charges for moving your personal property are contained in a published document (tariff) on file with MnDOT. Movers are legally obligated to collect no more and no less than the charges published in their tariffs for services provided. Tariffs are filed with MnDOT and are available for review. The amount of charges must be on the driver's order and bill of lading for your shipment. You will normally be required to pay what is billed at the time of delivery unless some other arrangement has been made with the mover.



Read and Understand All Information Provided by the Mover

The mover should provide you with the following basic documents as part of your move:

Order for Service (also called Driver's Order)

A list of the charges for all the services the mover will perform, the location where the property will be picked up and delivered, and estimated time and date of pickup. This is done prior to the day of the move. If at the time of pickup, the driver finds additional items to be transported than those named in the order or if any other revisions are required, these revisions must be noted on the Order for Service and signed by you and the driver.

Bill of Lading

The contract between you and the mover and a receipt of your belongings. The Mover is required to prepare a Bill of Lading for each move. You must be given a copy of the bill of lading before the mover leaves your residence at the origin. Read this document very carefully as it will contain information concerning your move and the mover's liability for loss or damage to your belongings. You must sign the Bill of Lading at the loading point and check that all your property is delivered at the unloading point. The bill of lading is an important document; do not lose or misplace your copy. Have it available until your shipment is delivered, all charges are paid, and all claims, if any, are settled. **IT IS YOUR RESPONSIBILITY TO READ THE BILL OF LADING BEFORE YOU ACCEPT IT.**

Do not sign blank or incomplete documents. Verify that the documents are complete before you sign them. The only information that might not appear in your moving paperwork is the actual weight of your shipment and unforeseen charges that occur in transit.

Paying Transportation Charges

Your mover must issue you an accurate freight or expense bill for each shipment transported. When your shipment is delivered you will be expected to pay the charges for the services on the Bill of Lading. Movers have the right to accept or deny certain types of payments. You should verify in advance what method of payment your mover will accept. Do not assume your mover will accept payment by credit card unless it is clearly indicated on the order for service and bill of lading. Movers customarily provide in their tariffs that freight charges be paid in cash, by certified check, credit card, or money order. When this requirement exists, the mover will not accept personal checks. Unless arrangements have been made, you will be expected to pay the total charges at the time of delivery.



Valuation and Insurance Options

There's a lot at stake when you move. There's the money you'll spend and the memories you're moving from one place to another along with your treasured possessions – furniture, family pictures and children's toys.

When you move, your personal property (including valuables) is loaded onto a moving truck. And while most moves go smoothly, accidents do happen and some items may be lost or damaged during shipment.

Some of your actions may limit your mover's liability. These include:

- Packing perishable, dangerous or hazardous materials in your household goods without your mover's knowledge.
- Packing your own boxes. You may consider packing your own household goods articles to reduce your costs, but if the articles you pack are damaged, it may be more difficult to establish your claim against the mover for the boxes you pack.
- Choosing Released Value coverage when your household goods are valued at more than 60 cents per pound per article.
- Failing to notify your mover in writing about articles of extraordinary value.

At or before the time of pickup, you and the mover should determine insurance coverage for any possible loss or damage to the goods being moved. High-value items may need additional coverage. Minnesota law requires household goods movers to call your attention to the "released value" of the goods as fixed in the mover's tariff. Your mover is also required to notify you that anything above the released value must be insured by you if you are to recover more than the released value in case of loss or damage.

The term "**released value**" refers to the amount of financial risk the mover assumes while your household items are entrusted to the mover for transport. In Minnesota, the minimum released value that a mover must assume is \$.60 per pound per article. For example, if a 10-pound lamp is

lost or damaged, the most you could recover is \$6.00 (10 lbs. x \$.60). To choose this option, you must sign the bill of lading acknowledging the released value at “60 cents per pound per article.”

You also have the option of declaring the actual value of the shipment and writing it on the bill of lading (“**declared value**”). That amount will be the mover’s maximum liability to you. There will be a charge for this coverage depending on the mover’s tariff. If there is a claim, the mover will repair or replace according to an item’s depreciated value.

If you do not agree to a released value of \$.60 cents per pound or declare a value, the mover’s maximum liability is \$1.25 a pound based on the weight of the entire shipment.

You may also elect to purchase “**trip transit insurance**” in a specified amount. A certificate of insurance issued by either the mover or by an insurance company must be provided to you. Ask if there is a deductible. There will be additional charges for this type of coverage. Check with your insurance agent to see if this type of coverage is available under your home owner’s policy.

Agreeing on Shipment Dates

Before you move, be sure to reach an agreement with your mover on the dates for pickup and delivery of your shipment. It is your responsibility to determine on what date your shipment will be picked up and the date or timeframe you require delivery. Once an agreement is reached, your mover must enter those dates on the order for service and the bill of lading. Upon loading your shipment, your mover is contractually bound to provide the service described in the bill of lading.

The mover might use the term “**delivery spread**” as the timeframe in which you can expect your shipment to be delivered. This means that your shipment could arrive anytime during the delivery spread. The mover will usually give you a 24-hour advance notice of when it plans to arrive with your shipment. At that time, you must be available to accept delivery, or your shipment could be placed in storage at your expense.

When you and the mover agree to a delivery date, or to a range of dates, it is your responsibility to be available to accept delivery on any of those dates. The same applies when you and the mover agree to alternate delivery dates.

Do not agree to have your shipment picked up or delivered “as soon as possible.” The dates or periods you and your mover agree upon should be definite.

If you request the mover to change the dates for your shipment, most movers will agree to do so providing that the change will not result in unreasonable delay to their equipment or interfere with another customer’s move. However, the mover is not required to change the dates and can place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the agreed dates.

The only reason your mover would be excused from providing a service as described in the bill of lading is because of “**force majeure**”. This is a legal term which means an unforeseen change of circumstances beyond the control of the mover. For example, if there were a major snow storm that prevented your mover from servicing your shipment as outlined in the bill of lading, your mover would not be responsible for damages resulting from its nonperformance.

Reporting Damage Claims

If any of your household goods are damaged or lost, report the facts promptly and record the damages/loss in detail on the driver's order, bill of lading, or inventory sheet before you sign it. If you notice damage after unpacking, a claim must be filed within nine months after delivery or, in case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. If a mover denies or disallows your claim, you have two years and one day from the date of the mover's written denial to institute a civil suit.

MnDOT can help customers who are having problems with a mover who does not honor its coverage responsibilities for damage or loss. MnDOT does not have authority to determine mover liability in particular circumstances or the amount necessary to repair or replace items. MnDOT does not act as a collection agency.



Remembering the Basics

1. Moving companies provide a variety of services with a wide range of fees. Compile a list of movers; inform them of the destination and timing of your move; ask about services they offer; and make sure you understand their estimates. Then compare and see which mover suits your needs and budget.
2. Check with MnDOT or FMCSA to see if the mover you select is licensed. Check with the Better Business Bureau to see if there have been any complaints that raise concerns.
3. When you choose your mover, be sure you understand:
 - a. The rates and charges that will apply;
 - b. The mover's liability for your belongings;
 - c. How pickup and delivery will work; and
 - d. What claims protection you have.
4. Specify pickup and delivery dates in the order for service.
5. The bill of lading is your contract with the mover. Read it carefully. If you have any questions, ask your mover.
6. All agreements should be in writing.
7. Any changes should also be in writing, initialed by you and the mover.
8. Be sure you understand the extent of your mover's liability for loss and damage.
9. You have the right to be present each time your shipment is weighed.

Spotting the Red Flags

Rogue movers typically work like this: without ever visiting your home or seeing the goods you want moved, they give a low estimate over the telephone or Internet. Once your goods are on their truck, they demand more money before they will deliver or unload them. They hold your goods hostage and force you to pay more - sometimes much more than you thought you had agreed to - if you want your possessions back. Your best defense is to recognize a rogue mover before they have your goods.

Here are some “red flags” to look out for:

- The mover doesn't offer or agree to an onsite inspection of your household goods and gives an estimate over the telephone or online - sight unseen. These estimates often sound too good to be true. They usually are.
- The moving company demands cash or a large deposit before the move.
- The mover asks you to sign blank or incomplete documents.
- The mover does not provide a written estimate.
- The company's website has no local address and no information about their registration (authority or permit numbers) or information about their insurance.
- The mover claims all goods are covered by their insurance.
- When you call the mover, the telephone is answered with a generic “Movers” or “Moving Company,” rather than the company's name.
- Offices and warehouse are in poor condition or nonexistent.
- The mover says they will determine the charges after loading.
- On moving day, a rental truck arrives rather than a company-owned or marked fleet truck.
- The mover claims, “You've got more stuff than estimated!” Should this occur, be sure the mover provides a revised Order for Service, that you both sign, listing the additional items and/or services as well as a price that you both have agreed to and signed BEFORE they begin packing or loading. They should also provide you a copy of this new Order for Service.

Source: <https://www.fmcsa.dot.gov/protect-your-move/red-flags>

Moving Tips - Build Your Own Checklist

- Check with MnDOT's Office of Freight and Commercial Vehicle Operations to make sure the carrier has a permit to operate and is licensed and insured. MnDOT cannot recommend one carrier over another.
- Check with the Better Business Bureau to see if a mover is a member and if any complaints have been filed against them.
- Schedule your move with a mover about a month in advance.
- If you are packing your own goods, don't overload the cartons. Mark and note contents and room destination on the outside of each box. Remember to label any fragile articles.
- Do not pack money, valuable jewelry, medication, important papers, or food. Carry these with you.
- If moving antiques or artwork of extraordinary value, obtain written appraisals of items to verify value. Check with your mover about additional insurance for these items.
- Be ready on moving day. Movers usually charge on an hourly basis, so the more prepared you are, the less expensive the final bill will be.
- If possible have a responsible person both at the origin and destination sites to oversee the movers.

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