

**HOW TO  
PROTECT YOURSELF  
FROM  
MOVING SCAMS  
AND  
FRAUDS**

*By Wayne Jordan, CAGA*

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## About the Author

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Currently Wayne is a Virginia licensed Auctioneer (#3481) and Certified Personal Property Appraiser. He has performed auctions across the U.S. from Florida to Alaska and internationally from Russia to Panama. He has sold a variety of goods at auction: cars, real estate, jewelry, fine art, antiques, business assets, and estate property.

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## **INTRODUCTION: YOU CAN'T GET THERE FROM HERE**

Moving your household from one location to another can be nasty business. The households that are moving (shippers) don't understand the rules of the game. The moving companies are not inclined to explain the rules until after the contract is signed. The misunderstandings that ensue have caused complaints against movers to more than triple in the last decade, approaching 10,000 complaints a year.

The shippers claim that the moving business is rife with scams, frauds, and crooks.

The moving companies claim that the shippers are opportunistic liars that are out to get something for nothing.

Who is right? both, and neither. There are crooks and thieves as well as honest folk on both sides of the aisle. People will act in their own best interest, regardless of whether they are the buyers or the sellers.

Regarding the Household Moving Business, what I have found is this: Moving companies operate by a set of rules that are inconsistently applied by the movers and completely misunderstood by the public. And that's the best case scenario! The business gets worse when you add in a few crooks, scam artists and "opportunistic liars".

## **WHY TAKE MY ADVICE?**

I spent over twenty-five years in the moving claims business. I used to be the "repair guy" that came to your house to inspect the damage after the movers left. I was an independent contractor, but it was the moving companies that paid my bill. I'm not in

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the business anymore, so I don't have to worry about who I make mad. I can say what I want to say.

Over the years, I have performed over 20,000 inspections, estimates, repairs and appraisals for van lines, insurance companies, retailers, and manufacturers. That means I have heard "both sides of the story" over 20,000 times. Along the way, I discovered a pattern of "missed opportunities": points at which, if the customer had taken positive action on their own behalf, they would have had few problems with their move.

## **LEARN THE RULES**

You see, there are a whole set of rules that govern what, when and how you have to pay. There is another set of rules that govern what you are allowed to claim if your shipment is lost or damaged. And a whole other set of rules that govern how you are allowed to complain. As you will see in the following pages, these rules are applied for the benefit of the moving companies. After all, it's the moving companies that charge the fees and process the claims. Of course they are going to rule in their own favor! You have almost no legal remedies. It's almost impossible to sue, and the majority of arbitrated claims are decided in favor of the movers.

Your best protection is to know your rights, and know how to protect yourself. I'll go through the stages of a move in order, and identify what you need to know and do at each step.

## **FATAL MISTAKES**

Along the way, I've identified 7 "FATAL MISTAKES" that are made by consumers.

A "FATAL MISTAKE" occurs when you fail to take action to protect your interest. If you know where the hazards in the road are, you can be prepared for them when they come. Spending a couple of hours reviewing this book will save you a lot of aggravation and money. I wish you the best of luck with your move.

Wayne Jordan

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P.S.: I'm told that I need to include a disclaimer, in case someone gets excited and wants to sue me. Here's the disclaimer: I am not a lawyer, insurance salesman or accountant. I'm a repair guy. Don't take legal, accounting, or insurance advice from a repair guy. If you want legal advice, call a lawyer. I'm considered an "expert", but I don't know everything. I'm not a scholar. If I've left something out or made an error, it was unintentional. I make no warranties of any kind by sharing this information with you. Use this information at your own risk. If you have a problem with anything I've written, let me know. I'll change it if I find I'm wrong.

## **WHY YOU NEED TO PROTECT YOURSELF**

The interstate moving industry gets away with things that other industries only dream about.

For instance: Let's say you have surgery, and the surgery goes terribly wrong. You are left crippled, so you sue the doctor. The judge rules in your favor, so he requires that the doctor refund the money you paid for the operation. Where does this leave you? Crippled. For free.

Or: You are injured in a car accident. The car was defective. You incur huge medical bills to treat your injuries. You sue the automobile company. The judge rules in your favor, and requires that the car manufacturer refund the money you paid for the car.

What's missing in the above examples? Punitive damages, for one thing. Although doctors and auto manufacturers would likely pay punitive damages, you cannot sue your mover and expect to get punitive damages. Neither can you expect to be compensated for your inconvenience, loss of income, emotional distress or incidental damages. If a mover holds your household goods "hostage", the most you can expect is to get your property back. If a burglar stole your jewelry, you would expect him to go to jail. If he were a moving company, he would just have to give the jewelry back. Jail would not even be considered.

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A moving company has little to fear from bullying you around.

How did we get here? About 100 years ago, the Federal government enacted the Carmack Amendment. This amendment was intended to regulate the railroad industry. Seems the railroad barons were price gouging the "little guys". Surprise, surprise. The Carmack amendment established the Interstate Commerce Commission (ICC) to regulate the railroad monopoly. As roads developed, the trucking industry developed, and the ICC regulated truckers, too. Over the next 100 years, other government agencies got involved (Department of Transportation, (DOT). The ICC was dissolved, and the Federal Motor Carrier Safety Administration (FMCSA) became responsible for interstate trucking.

In spite of 100 years of "progress", the Carmack Amendment still rules the road. In recent years, courts have ruled that Carmack is so far-reaching that it pre-empts state law. So, if your shipment crosses state lines, state law does not apply. Only Carmack applies. And Carmack says that if your mover steals your stuff and gets caught; his only punishment will be to give back what he stole.

The moving industry is a rogue elephant. As the saying goes: "How do you eat an elephant? One bite at a time!"

Let's go bite an elephant.

Here's Fatal Mistake #1

## **CHAPTER 1: GETTING ORGANIZED**

About five years ago, I was asked to inspect a claim on Maryland's Eastern Shore. The mover's truck had flipped over on an exit ramp and rolled down a hill. When I arrived at the customer's home to inspect the damage, I found the worst mess I've ever seen on a

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moving claim. I found the metal sleeper sofa frame twisted and unusable, and wooden furniture crushed and broken. The most heart-breaking loss for the customer was the loss of her porcelain collection. She had packed her Hummels, Lladros and Limoges into one box, and when opened, there was nothing left but crushed and broken glass. The box was simply labeled "fragile". She could not remember, specifically, all the items in the box. She had no itemized list, no proof of ownership: no receipts, no photographs. Her claim for these items was denied, on several counts.

### **FATAL MISTAKE #1: YOU DON'T KNOW WHAT YOU HAVE.**

The story above has a lot of implications, but for now I want to use it to illustrate just one point: YOU HAVE TO KNOW WHAT YOU HAVE. You will be charged according the weight of your shipment, the value of your shipment, the distance shipped, and what extra services you require. You will pay for insurance based on the value of your shipment. If you don't know what your household goods are worth and what they weigh, how will you know if you are being charged correctly?

### **IT'S ALL ABOUT THE COMMISSION**

Moving companies want your business. Are you likely to give your business to the mover with the highest price (all other things being equal)? Of course not. The salesman knows this, so he will quote you a "competitive" price (in the moving business, "competitive price" usually means "fictional price"). One of the most commonly claimed "scams" is that the moving company will quote you a price prior to pickup, and double or triple the price upon delivery. Here's what actually happens in most of these cases:

1. The salesman underestimates the weight, (due to lack of training, laziness, or greed) and prices his estimate accordingly.
2. The customer hasn't a clue if the salesman's weight guess is right or not and does not challenge the weight.
3. The customer isn't sure what their stuff is worth, so they take an uninformed guess.

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4. The shipment is officially weighed, and the customer is not present at weighing and does not request a copy of the weight ticket.
  
5. At delivery, the customer is presented with a bill based on the actual weight of the shipment and the published tariff of the mover (which is how they are supposed to charge) which is much higher than the estimate.
6. The customer claims they are being scammed.
  
7. There is damage to the furniture, and the valuation is not sufficient to pay for the repairs.
  
8. The customer claims they are being cheated.

What actually happened here? There are two possibilities:

1. The customer was not paying attention. The salesman was wrong, and the customer didn't know it. The customer did not know the weight or value of their shipment (this is simple to guess, if you know how). They did not know their rights in regard to confirming or challenging the charges.
  
2. The customer was not paying attention. The movers knew this, and they were crooks with every intention of scamming the customer.

Either way, the customer was not paying attention.

Before you call for estimates, you have to have a way to determine if you are being told the truth and being treated fairly. This is not the movers responsibility, it is yours.

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The first step in preserving your rights is to know what you have, what it's worth, and how much it weighs. Here's how to do that.

## **START WITH AN INVENTORY**

You want to start by sorting and inventorying your belongings. If this sounds like more work than you want to do, there are companies you can hire to inventory the contents of your home. No matter who does it, you need an inventory. Without it, you are at a disadvantage from the start. With it, you have a foundational document that can be used throughout your dealings with the moving companies.

You want to separate the valuable stuff from the ordinary stuff, the heavy stuff from the light stuff, and eliminate anything that the movers won't be moving. As you go, simply list what you have. The list will help you to determine the weight and value of your shipment. (I've included a sample inventory sheet in the appendix.) The best way to proceed is to start upstairs and work your way down (or vice versa). Move along each wall right to left (or vice versa) writing down everything you see. Collections can be listed as collections, rather than individual pieces. Be sure to include the items in the shed and the garage.

## **ITEMS YOU WON'T TAKE**

You probably won't be taking everything in your house. Items that won't be moved fall into two categories: things you can't take, and things you won't want to take.

Things you can't take include:

- perishables
- hazardous materials
- flammables
- poisons
- corrosives

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Anything that could explode, start a fire, rot or give off toxic fumes cannot be transported or placed into storage. These items are the most troublesome to deal with. You can't just throw them in the trash. Call your county department of the environment; they will tell you what to do with them. Have a plan for getting rid of these items. You don't want to leave a bunch of hazardous waste in your house. Realtors frown on that. Makes the house harder to sell.

### **ITEMS YOU WON'T WANT TO TAKE**

Items you don't want to take should be donated to charity, sold, or consigned to auction. Have the items picked up before you get your estimates. If it's not in the house, it won't contribute to an estimating "mistake".

- **HIGH VALUE ITEMS**

- Here's where a lot of people go wrong. Remember the lady with the busted Hummels and Lladros? Let's say that a Hummel sells for \$125.00. It weighs 1/4 lb. (I'm guessing). If the Hummel gets broken and you have purchased no extra insurance or valuation, the movers will pay you only 15c for your \$125.00 Hummel. So: anything you own that is expensive but lightweight will require extra valuation or insurance: Artwork, musical instruments, collections or specialized equipment of any sort will need to be identified so they can be insured.

### **IRREPLACEABLE ITEMS**

Some things just can't be replaced, no matter how much insurance you buy. Family heirlooms, memorabilia, photo albums, or anything that you are emotionally attached to will need to be noted. Why? Because you don't want to turn these things over to the movers. Time and again, I've seen precious memories lost or damaged in a move. The emotional distress inflicted by such a loss is much greater than the annoyance of a

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scratched table. On my last personal move, I took all the "things" that were important to me and moved them into self-storage. When the time came to move, I moved them myself.

## **PROOF OF OWNERSHIP**

While you are sorting and identifying your items, be sure you have proof of ownership for anything expensive or irreplaceable. If the shipment is lost or destroyed, you will need proof to make a claim. The movers inventory is often not sufficient. It will likely list a general description of the item (antique rocker), not the specifics (1913 Stickley arm rocker). Proof of ownership may be determined by:

- purchase receipts
- repair estimates
- appraisals
- photos

Generally, any claim over \$5,000.00 will require proof of ownership. Check with your insurance carrier.

## **ESTIMATE WEIGHT**

The weight of your shipment is a primary factor in determining the cost to move your goods. Here are three ways to figure the weight.

1. **Educated guess:** Add up the individual weights of the items on your inventory. I have included a list of common household items and their weights in the Appendix. If you have an item not included in my list, find an item of similar "heft" and use that figure. You're looking for a good estimate, not an actual number. Add up all the individual items for your total weight,

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2. **Wild guess:** I'm told that the average shipment of household goods will weigh about 40 lbs. per item. Remember that some items will be boxes of smaller items. Total the number of items on your inventory and multiply by 40. If you have 150 items on your inventory, your weight will be somewhere in the 6,000 lb. range. Not impressed with this method? That's why I call it "wild guess". Still, if your "wild guess" came in at 6,000 lbs. and your estimator gave you an estimate based on 3,000 lbs, wouldn't you want to know why?

3. **Illegal way:** There are household goods weight calculators online. Most of them are on government owned web sites (military and GSA). They are supposed to be for authorized users. If you decide to use one, be sure to read the warnings and use good judgment. I only include this information here because I know some of you will look online for your weights.

## ESTIMATE CUBIC FEET

Some estimators will give you an estimate based on cubic feet; i.e., how much space your stuff will take up in the truck. This is a useless number for billing purposes, since interstate carriers have to charge you based on weight and distance. Figuring cubic feet is useful, however, in determining whether or not you will be sharing a truck with another shipper, get a whole truck to yourself, or need two trucks. I have a chart in the Appendix to help you figure the cubic feet of your shipment.

## ESTIMATE VALUE

You will be asked to declare a value for your shipment. ***THE AMOUNT YOU DECLARE LIMITS THE LIABILITY OF THE CARRIER*** and affects the compensation you will receive if your goods are damaged. I will cover this in more detail later, but for now, here's how to figure what your shipment is worth:

1. **Replacement value:** Take the Sunday paper. Look at the ads. What would it cost

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to replace your most expensive items if the shipment was destroyed?

2. **"Secondhand" value:** This is what your "ordinary" household goods are worth as they sit in your house. The best way to figure this is with the software program "It's Deductible". "It's Deductible" comes bundled with one of the tax software programs; (Turbo Tax, I think) and can also be purchased separately. The data in this program is compiled from e-bay and other sources. If you type in your item, it will tell you what it's worth as a tax deduction. If you think your stuff is worth more than is listed in It's Deductible, you need to insure for replacement value.

3. **High Value consumer items:** To value these you can use e-bay or other on-line sources. Remember, you only need a rough estimate.

4. **High value collections:** Call a Personal Property Appraiser. If your collection is lost, you will need to prove it's worth, and be insured for it's value. You can find a Personal Property Appraisers Directory online at [www.appraisersguild.com](http://www.appraisersguild.com)

## CHAPTER 2: CHOOSING A MOVER

Now that you know what you have and what it's worth, it's time to get some cost estimates. Here's where more and more people make

### FATAL MISTAKE #2: YOU FOUND YOUR MOVERS ON THE INTERNET

The Federal Motor Carrier Safety Administration (FMCSA) estimates that only about a third of all internet moving brokers meet federal registration requirements. That means that 2 out of 3 moving companies are operating outside the rules. Yet, most people start their search for a mover online. Yes, there are many reputable companies to be found online. The company you hire will most assuredly have a website. But, find your mover the old fashioned way: Ask for referrals.

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## **WHERE TO GET REFERRALS**

Start in your own neighborhood. Has anyone moved in lately? Call them or knock on their door; they will likely have a story to tell about their move.

Call a local realtor. They hear all the stories about who is good and who to stay away from. Many large regional realty companies will have "Relocation Departments" that contract with corporations to handle the real estate end of relocating employees. These relocation departments know who the good movers are. How about friends and family? Even if they haven't moved recently, they may know someone who has.

## **IF YOU CAN'T FIND A REFERRAL**

If you can't get a referral for a mover, my recommendation is to stick with one of the top six nationwide moving companies. I suggest this not because they are better than the smaller companies; I suggest this because they have claims systems and insurance in place in case something goes wrong. I found these companies to be efficient in the way their claims were handled. Having said that, be aware that since I was involved, that meant there was damage to be fixed. It's important to know that if there is damage, you won't be swept under the rug. The top seven national companies are (in no particular order):

United Van Lines

Mayflower

Allied

North American

Global Van Lines

Graebel

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Most of these companies work through a network of locally owned affiliates. The quality and efficiency of the local affiliates will vary. Claims will be centralized. Remember, a well-known name is no guarantee of performance.

## **WHO SHOULD YOU CHOOSE?**

The bottom line is: It doesn't matter what the name on the truck is. What matters is the quality of the people who show up to do the work and the efficiency and reliability of the system used to get your goods moved.

The sad fact is, in America no one wants to be a mover. It's hard work and doesn't pay very well. Consequently, movers don't consider the job a "career". It's considered temporary employment until they find something better. Usually, the only "career professional" involved in your move will be the driver. It's rare to find packers and movers that have uninterrupted years of service. Don't be fooled by a salesman who says their people are well trained professionals. In the busy season, your movers will likely be part-time or temporary workers who are long on attitude and short on skill.

## **WHAT ABOUT ALTERNATIVES TO TRADITIONAL MOVERS?**

There are some notable newcomers to the household goods moving scene. These companies will park a "pod" or trailer in your driveway. You box and pack your belongings and load the trailer yourself. Then, they come and drive it away. Essentially, it's like renting a moving truck that you don't have to drive. This can be cheaper for two reasons:

1. You are doing most of the work
2. You are charged by cubic feet, not weight

## **HERE'S THE DOWNSIDE**

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1. Unless you are a REALLY GOOD packer and loader, you will likely have more damage than with a traditional mover. An improperly packed load will almost always shift, and things will get damaged.
2. You can't buy transit insurance for this type of transfer. Your goods will be uninsured.
3. Pods can't always be delivered door-to-door, as they claim. In my recent move from Maryland, I investigated getting a pod. No one would deliver to the small town to which I was moving. The closest I could get was to their terminal 50 miles away, where I'd have to transfer my goods to another truck and finish the move myself.

## **DRIVE IT YOURSELF**

Unless you really hate driving a big truck, moving by pod does not make any sense. You are doing all the work (except driving) and assuming all the liability. It makes more sense to rent a U-Haul or Ryder truck and drive it yourself.

If you are one of those people who get nervous driving a big truck and you don't mind doing all the work, Here are the companies you should call:

ABF U-Pack

PODS (Portable On-Demand Storage")

Once you have at least three referrals, you are ready to call for estimates.

## **CHAPTER 3: GETTING AN ESTIMATE**

Once you have your referrals, it's time to get some estimates. What you are looking for is an in-person, weight based estimate. Don't let the salesman tell you that you don't

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need an in-home visit. (some will try). How can anyone estimate charges for a load they haven't seen? The "typical" or "average room" approach is absolutely useless. If the salesman won't come to your house, scratch him off your list. Be sure that the estimate you receive is based on approximate WEIGHT and CUBIC FEET. You need a weight estimate, because your charges will be based on weight. Because the actual weight can't be determined until everything is on the truck and can be weighed, some salesmen will tell you they can't estimate based on weight. Don't let them get away with that. If they are charging by weight, they have to be able to estimate based on weight. The "cubic feet" estimate is so you can determine if there will be enough room on ONE truck for your goods.

If the salesman underestimates the cubic feet of your shipment, you will find that there are items that won't fit in the truck on moving day (overflow). The movers will have to send a second truck on another day, which separates your goods and complicates the move. The time to determine how much space you will need is when the estimate is given.

### **COMPARE APPLES TO APPLES**

When you get your estimates, be sure to ask for the same level of service from all carriers. If you change your mind about what services you want, call the estimators back and update your estimates. Otherwise, it's difficult to make an accurate cost comparison .

You can receive two types of estimates: a Binding Estimate of Total Cost and Non-Binding Estimate of Approximate cost.

### **BINDING ESTIMATE OF TOTAL COST**

This estimate will outline all services and fees for your move. This estimate is binding on both parties, and the movers cannot charge you any more than you have agreed to pay, provided you have lived up to your part of the agreement and there are no

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additional services needed at destination. This type of service will cost you more, and sometimes the moving companies will charge just to give this type of estimate.

## **NON-BINDING ESTIMATE OF APPROXIMATE COST**

The estimate provided does not guarantee that the final cost will be the estimated cost (it's usually more). Your actual costs will be based on the weight of your shipment, the valuation of your shipment, and the extra services provided.

Most people receive a non-binding estimate, and that's where the problems and misunderstandings begin. The customer assumes that the salesman/estimator is giving a fairly accurate estimate and that everything they have been told is true and complete. They trust the company to do the job they have contracted to do.

The moving company, on the other hand, is not bound by the estimate the salesman has given. They are bound by law to their published tariffs. They will charge you for your weight and services no matter what the salesman has said. If you fail to attend the weighing or neglect to ask for the tariff notice and weight results, you are in for a big surprise when the truck arrives at it's destination.

## **OPTIONAL SERVICES**

Most van lines will offer extra service options. For most, that's where the real profit lies. Have a clear idea of what services you will need at both ends of your move. If the truck can't park close to your house, you will be charged for a "long carry" or "shuttle ". If your new building has an elevator, you will be charged an "elevator charge".

It is common to be charged for:

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- long carries
- stairs
- packing supplies
- shuttle charges
- elevator charges
- space reservation (you reserve a certain amount of space in the van)
- expedited service (shipping on dates normally not available)
- exclusive use of a vehicle (you get the van all to yourself)
- guaranteed service (on certain dates)
- packing
- linehaul (moving your car)
- appliance service (disconnect/connect)
- piano & organ moving
- bulky items
- storage in transit
- warehouse handling
- peak season charges

If you will be needing extra services at the destination (destination charges) be sure to define the services, and get it in writing. For example, if you need a "long carry", define how long a carry must be to qualify as a "long carry". If the estimator tells you it is 25 yards, then you will have a reference number if the destination driver tries to "con" you at delivery.

### **A NOTE ABOUT PACKING**

You should seriously consider using the packing service provided by the moving company. Here's why: Many of your possessions are breakable. If you pack them, the moving company is not responsible for breakage (unless the box is damaged). Neither

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is the insurance company, if you purchase transit insurance. Remember the lady with the Hummels and Lladros? The primary reason her claim was turned down was that she packed the box. Never mind that the truck rolled down a hill.

## **BLANKET WRAP vs. PAPER PADS**

Wooden furniture should be blanket-wrapped to keep it from being damaged. Some movers use paper pads to pad wooden furniture. This is cheaper for the movers, but it does not do as good a job. If you have a lot of "nice" wooden furniture, it is worthwhile to pay extra to have everything blanket wrapped (with clean blankets!) Blanket wrapping will significantly cut down on damage. Blanket wrapping should be added to your contract. If the salesman says "we always do that, I don't have to write it down", make him write it down anyway. That way, there can be no misunderstanding about what you want come moving day.

## **UPHOLSTERED FURNITURE**

Upholstered furniture should be stretch-wrapped. Moving trucks are dirty, and mover's blankets are usually dirty. Grease marks from the truck are not easily removed from upholstery; I know, I've tried often. Stretch wrapping of upholstery should be added to your contract. Make them write it down.

## **PIANOS**

When I owned my service shop, we offered local moving service for pianos and large household goods. We had contracts to move pianos for the local school system and several piano retailers. We moved 5 or 6 pianos a day, all year. I can tell you from extensive personal experience that moving companies don't know "jack" about moving

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pianos. They will tell you that they do, and maybe a driver or two has done it before. But, moving a piano correctly takes experience and specialized equipment. Pianos are heavy and awkward. They can suffer serious damage by being dropped just a few inches. If you have a piano to move, call a piano mover and let them break down, wrap, and load the piano. Then arrange for a piano mover to unload and set up the piano at your destination.

## **K-D PARTICLE BOARD FURNITURE**

K-D ("knock-down") furniture is very common in households these days. K-D furniture is any furniture you purchased that came packed in a box and had to be assembled. This furniture is NOT meant to be moved in it's assembled form. It is meant to be moved disassembled and laid flat. If the movers try to move this furniture while assembled, it will break. Once it breaks, it is not repairable. MOST MOVING COMPANIES WILL DISALLOW DAMAGE CLAIMS FOR PARTICLE BOARD FURNITURE. If it breaks, you are on your own. Be sure to ask about the mover's liability for this type of furniture, and whether or not the mover provides disassembly/ assembly.

Moving can get real expensive in a hurry. It's crucial to understand what you will be charged BEFORE the truck is loaded. Once they've got your stuff, you're at their mercy.

## **PAYMENT ARRANGEMENTS**

Before you sign the contract, make sure you understand how you will be required to pay. Some movers require pre-payment, others will collect on delivery (COD). Usually, payment will be required in cash or certified funds. Movers won't accept personal checks for payment of COD charges, because you can stop payment on a personal check. Credit cards are usually not accepted, because credit card charges can be challenged and withheld if there is a problem. If you find a major mover that will accept a credit card and they have met all other requirements, use them. That way, if there is a problem you have recourse through the credit card company.

## **CHECK THEM OUT**

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### **FATAL MISTAKE #3: YOU DIDN'T "VET" THE COMPANY**

"VET": to thoroughly examine or evaluate.

The moving industry is filled with "rogue movers" who will hijack your goods and hold them for ransom. There are many "fly-by-night" operators who simply change their name when the claims and the fines pile up. There are companies with terrible safety records and lapses in insurance.

When you put everything you own into a strangers truck, you want to be sure that your goods will arrive safely at their destination. You want to be sure that you are being charged fairly. Here's how to "vet" a moving company, to make sure you are not giving all your possessions to crooks.

1. Collect the basic facts. You will want:

- The company's name, and any aliases it might operate under (moving companies often operate under more than one name)
- The address and phone numbers, and Department of Transportation and Motor Carrier license numbers.
- The owners' name, and how long the company has been in business under that owner.

2. Log on to the FMCSA Safety and Fitness Electronic Records System (SAFER) at <http://www.safer.fmcs.gov>

With the DOT and Motor Carrier numbers you have previously collected, you can research the following:

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- License and Insurance status
- Company snapshot
- Safety record
- Fines
- Crash record

You will find many other items on this website that will give you a clear picture of the legal status of the company you are investigating.

3. Visit the company. Let the salesman know you are coming; many warehouses are secure, and they won't let you in unless they are expecting you. A personal visit can tell you a lot about the company:

Is the warehouse/yard secure? This will give you an idea of how safe your belongings will be.

Do all the trucks bear the same name? Multiple names on the trucks is not a good sign.

Do the offices seem well staffed, clean and organized? Are the employees friendly?

While you are at the warehouse, pick up a copy of the company's tariff (shipping rates). The moving company is legally bound to charge according to their tariff. You should have a copy. With it, you will be able to determine what your exact charges should be, once the actual shipping weight is determined.

4. Call them. Call the claims department, ask what their procedure is if there is a problem. Call the accounting department to ask about payment options. Identify four or five statements made by the salesman, and then call different departments to verify that what the salesman said is true. These calls are NOT just to verify the salesman's claims, but to make sure that the people are polite, treat you well, and that the company is accessible. The only thing more frustrating than getting stuck in a voicemail loop is leaving messages for people who don't return your calls.

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***IF THE COMPANY IS NOT RESPONSIVE WHEN THEY ARE TRYING TO GET YOUR MONEY, HOW RESPONSIVE DO YOU THINK THEY WILL BE AFTER THEY GET YOUR MONEY?***

5. Google them. In parentheses, type in the name of the mover and the word "complaints", as in "XYZ movers complaints". See what comes up.
6. Lastly, call the Better Business Bureau and ask about the company.

While you are online, you will discover websites that purport to be run by "concerned consumers" who run "scam alert" websites. A closer look will reveal that these sites receive referral fees and kickbacks from the moving companies. Some of these sites are run by the moving companies themselves. Often, the viewpoint you get on these sites is not very balanced. How objective can you be if you are an angry consumer? How objective can you be if you are a webmaster on the "payroll" of the van lines? As I read the complaints on these websites, it becomes clear that the complainers did not know their rights and responsibilities, and made most of the "FATAL MISTAKES" we are discussing here. In most cases, the "scams" listed are not scams at all, but ignorance on the part of the consumer coupled with opportunism on the part of the movers.

The internet is a breeding ground for trouble. Websites will claim to give you a "free estimate" in order to capture you name and address. They will then sell your information to moving brokers, who will attempt to sell you on their services. It's best to avoid such websites.

## **SCHEDULING**

### **FATAL MISTAKE #4 : YOU DIDN'T BOOK FAR ENOUGH IN ADVANCE**

You should book your moving dates at least six weeks in advance, if possible. Two months is even better. The earlier you book, the more likely you are to get the move

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dates you want. Waiting until the last minute limits your "moving date" options, because companies will already be booked. Also, if you wait until the last minute to book your move, you will be less careful in selecting a mover; you'll be in too big a hurry, and won't vet the company thoroughly. This leaves you open to scams and ripoffs. If you must move in a hurry, you would be better off to rent a U-Haul than to try to hire a mover at the last minute.

## **WHEN TO SCHEDULE**

It's best to schedule your move mid-week and mid-month. By doing this, you will avoid the end-of-the month and weekend crunch. In most cases, you will end up with a better moving crew. Never, under any circumstances, agree to have your goods picked up "as soon as possible". You will always get bumped in favor of people who have requested firm dates. Moving companies interpret "as soon as possible" as meaning "as soon as it's convenient for the movers".

Your moving dates should be entered on the service order and the bill of lading, and these dates become part of your contract. Once your goods are loaded, the mover is contractually bound to deliver on the prescribed dates. If he doesn't, his only defense is "Force Majeure", or circumstances beyond his control.

If you incur expenses because a mover simply doesn't show, you are entitled to file a "delay claim" to recover your expenses. I've never known anyone to collect on such a claim. Although it's in the "rulebook", the FMCSA has no authority to order the mover to pay. "Paid Delay Claims" can be grouped together with "Santa Claus", "Easter Bunny" and other myths.

What if you need to change the date? If your mover has some flexibility in his schedule, he may be willing to accommodate you. If he is not able to change the date, and you are not at the destination to receive the goods on the prescribed date, he may put your goods in storage and charge you for storage and warehousing.

If you are moving during "peak season", be prepared for the movers to call you and try to change your dates. They do this in order to squeeze in more jobs. Over booking is

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as common in the moving business as it is in the airline business. You can tell the movers "no", but they will squeeze in the jobs anyway, and may arrive late or not at all on moving day. It sometimes helps to purchase the "guaranteed service" option with your contract. The movers still may be late, but if they are "no-shows", they will have to pay you a pre-determined "per diem" to compensate you for your inconvenience.

## **DETERMINING THE VALUE OF YOUR SHIPMENT**

I promised earlier that I would discuss valuation in greater detail. Valuation rules are convoluted and confusing. I have tried to make it as simple as possible here. If I'm not clear and you have questions, be sure to ask your estimator for clarification. If you under-value your shipment, you may regret it later.

When a mover accepts your goods for shipment, he assumes liability for the value of your property. You have to declare what the value of your property is, and the greater the value, the more liability the mover has. The more liability the mover has, the more they are going to charge you for being responsible for your shipment.

Valuation is not to be confused with insurance. Insurance sales are state regulated and require a license. Policies are issued by an insurance company. I'll discuss insurance in the next section.

There are four levels of liability that the movers may assume. I'll list them, and give an example of how each level works.

### **Level 1: RELEASED VALUE**

If you fail to specify a value for your shipment, the movers liability is automatically limited to the shipments "released value". Under this system, you have "released" your goods to the movers at the cheapest rate available. Any loss or damage to your goods will be compensated at a rate of 60c per lb. The movers maximum liability for the entire shipment is 60c per pound multiplied by the weight of the shipment. If your shipment weighs 5,000 pounds and the entire shipment is lost, you will be compensated \$3,000 for all your belongings. If an individual item is lost or damaged, you will be compensated 60c per lb. times the weight of the individual item. For example, if you have a 20 lb. antique beveled glass mirror worth \$350.00, and the glass breaks during

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the move, you will be compensated \$12.00 for the damaged mirror (20lbs. x 60c lb.= \$12.00).

### **Level 2: DECLARED VALUE**

At this level, the movers maximum liability for your shipment is limited to \$1.25 per pound times the weight of the entire shipment. On your 5,000 lb. shipment, the movers would be liable for up to \$6,250.00. If there is loss or damage, the mover will settle your claim based on the DEPRECIATED value of the lost or damaged items. up to their maximum liability.. For example: if you purchased a sofa for \$2,000 5 years ago, and the life expectancy of the sofa was 10 years, the depreciated value of the sofa is \$1,000. If the sofa is completely ruined, the moving company will settle with you for \$1,000. This formula will be followed for all damaged to the shipment up to the maximum limit of \$6,250.00.

Since the mover assumes more liability in this option, he is entitled to charge more money. He can charge \$7.00 for each \$1,000 of liability assumed. For your shipment valued at \$6,250.00, the mover may charge you an additional \$43.75 to assume the extra liability ( $\$7 \times 6.25 = 43.75$ ).

### **Level 3: LUMP SUM VALUE**

If you think that your 5,000 lb. shipment is worth more than \$1.25 per lb (\$6250) it's up to you to make that clear to the estimator. If you declare that your shipment is worth \$10,000, the mover will charge you \$7 per 1, 00 pounds, or \$70.00 for his extra liability. As in Level 2 above, claims are settled based on the depreciated value of the item.

### **Level 4: FULL VALUE PROTECTION ("For All It's Worth", "FAIW" "Full Replacement Value")**

If you elect "Full Replacement Value", items that are lost or damaged will be either repaired, replaced, or paid for ("cashed out") by the moving company. The cash settlement will be based on the current market value of the item regardless of it's age.

Costs for this "coverage" will vary with the moving company.

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## **HIGH VALUE ITEMS**

When you declare the value of your shipment, high value items must be separately listed and declared. If not, the moving company assumes no liability for the extra value.

## **INSURANCE**

Some moving companies will offer to procure separate liability insurance on your behalf from an insurance company. In order to get this insurance, your goods are released to the mover at the "released value rate" of 60c per lb. The insurance company will insure your shipment for whatever amount and terms you agree on. If there is a claim, the moving company will compensate you based on the release value, and the insurance company will pay the balance.

Whether or not you purchase insurance depends on your level of comfort with your mover. Insurance companies are subject to much greater regulation than moving companies. Complaints against insurance carriers are given serious attention. There is a much higher level of financial integrity at an insurance company. If you have a high-value shipment, you should seriously consider purchasing goods-in-transit insurance.

## **OTHER SOURCES FOR INSURANCE**

Start with your homeowner's policy. Many homeowners policies offer riders for the transportation and storage of your household goods. You likely already have a relationship with your local insurance agent.

If your insurance company does not offer goods-in-transit insurance, go through the yellow pages and find a local company that offers goods-in-transit insurance.

DO NOT purchase insurance online. I've seen websites for transit insurance that have no contact phone numbers, no address, and no way to reach the company if there is a problem. Don't give your financial information to someone you can't visit with face-to-face or at least talk to on the phone.

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### **OTHER COVERAGE THAT YOU SHOULD CONSIDER:**

If you are going to purchase extra insurance, be sure to get coverage for the following. You'll be glad you did.

**Pairs and Sets:** If you have a set of items and one is destroyed, you are compensated for the set. For example, if you have a set of six dining room chairs and one is lost, you will be compensated for the loss of all six.. That way, your guest won't have to sit on the piano bench. Note: if the insurance company pays you for the five "old" chairs, they will likely come and get them.

**Electrical and Mechanical derangement:** If you move your television and it doesn't work when you arrive, it will only be covered if there is visible external damage. With E&M coverage, you'll get your TV fixed, even if it looks fine on the outside.

### **ITEMS THAT ARE NOT COVERED BY INSURANCE OR VALUATION**

Neither the moving company or the insurance company are liable for the contents of boxes that you have packed yourself. These boxes are "PBO" or "packed by owner".

Mold and mildew are usually not covered, either. If your belongings are to be stored, make sure they are going into a dry place.

### **FATAL MISTAKE #5: YOU DIDN'T GET IT IN WRITING**

The rule for the contract is this: If it's not in writing, it didn't happen.

### **THE SERVICE ORDER**

When you have you have agreed with the estimated weight, chosen your optional services, declared your valuation, committed to your insurance and chosen your dates, a service order will be executed.

Moving companies are required to execute a service order on every shipment.

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Everything you have discussed with the salesman should go onto the service order, including the method of payment and payment terms. If any changes are made, like a change in shipping valuation or anything else, there must be a WRITTEN change made to the service order. Both you and the moving company representative will sign the service order, and you will get a copy. Make sure the service order represents your wishes.

### **THE CONTRACT: THE BILL OF LADING**

The bill of lading is your actual contract with the moving company. ALL the information on the service order should be on the bill of lading. The bill of lading requires the moving company to perform the services you have requested on the dates you have requested them to be performed. It also commits you to pay the charges for the service provided. The driver MUST give you a copy of the bill of lading before he loads your belongings. It is your responsibility to read the bill of lading before you accept it. Compare the bill of lading to your order for service. They should be the same. If they are not, do not let the driver load until the problem is straightened out.

The bill of lading is your most important document. Don't lose it. Have it available until the move is complete.

The actual cost to ship your goods has not yet been determined. The shipment has to be weighed, and we are not quite at that point yet.

### **CHAPTER 4: MOVING OUT**

The big day has arrived, Here are some tips to make sure things go smoothly:

- Call the movers a day ahead to confirm their arrival time.
- If your goods are to be weighed at origin, try to attend the weighing. If you requested to be notified for weighing, the movers are legally required to let you know when and where the weighing will take place. Make sure the truck is weighed with full gas tanks. If the tanks are near empty at initial weighing, you

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may end up being charged for the weight of the drivers fuel. All the driver has to do to accomplish this is load your goods, and then fill up with gas before re-weighing the truck.

- Make sure you make room for the moving truck to park.
- If the name on the truck and/or bill of lading does not match the name on your service order, send them away.
- Review the bill of lading and charges with the driver when the truck arrives. If you have made arrangements for blanket wrapping of wooden furniture and stretch wrapping of upholstered furniture, make sure the driver understands this. Don't load anything until you are satisfied.
- Be sure your floors and door jambs are protected. You don't want to have the carpets cleaned or perform a lot of repairs after the movers leave.
- Introduce yourself to the moving crew. Write down their names. At some point in the day, ask each how long they have been doing "this work". Write down the answers for each. The answers may come in handy if you need to file a claim.
- Have a digital camera available. If you don't like the way something is being done, or if you see damage as it happens, take a picture of it. The notes and photo will support your damage claim.
- Take the kids to a baby sitter. Keep pets locked up and out of the way.
- It will require at least two people to monitor the moving process. Three is better. Be sure you have some help that will stay all day. One of the most common complaints is that there were a lot of packers and movers, and "I was too busy to watch everything".
- Stay home until everything is loaded onto the truck. If you cannot be there, be sure to designate your "stand in" and make sure the driver knows your "stand in" has the authority to speak on your behalf. Leave a phone number where you can be reached.

## **PACKING**

Prior to packing, make sure all "pocket sized" valuables are out of reach of the packers. Most packers are honest, but why make stealing easy for the packers who aren't honest?

It is likely that you will be packed up prior to moving day. In some instances, the

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packers won't arrive until the day of the move. As long as there are enough people to get the job done on time, last minute packing is O.K. Your helper should keep an eye on the packers, and monitor the loading of the truck. The helper should make sure that glassware is being wrapped sufficiently. The "rule of thumb" for wrapping glassware is to wrap the item until you can't tell what it is. The helper should monitor the blanket and stretch wrapping of the furniture and the disassembly of the K-D furniture.

### **DON'T PACK THESE**

Don't put your personal files, financial statements, tax returns, tickets, keys, or anything irreplaceable on the truck. This sounds like a no-brainer, but packers will pack everything they see, and you will be very busy. Set these items aside before move day. Be sure to keep the order for service, bill of lading, weight tickets, and inventory sheets together and available.

### **MOVERS INVENTORY**

While your helper is keeping track of what's going on with the packers, wrappers, and loaders, you will be busy with the inventory taker.

Everything that goes onto the truck will have an inventory sticker with a number. The number will be copied to the inventory sheet along with a description of the item and notes regarding the condition of the item. The notes will be written in code. The code key is written on the top of the page. The notes are not easily read by people unfamiliar with the code. Have a look at the inventory in the Appendix; you'll see how confusing it can be.

Your inventory list may be hundreds of items long, and each inventory listing will be noted in a fashion similar to the above example. The "condition at origin" column contains what are known as "inventory exceptions", or damage, to your goods. When the inspector is through with the inventory, he will ask you to sign it and he will give you a copy. This is the point at which 95 out of 100 people will make

### **FATAL MISTAKE #6: YOU DIDN'T CHECK THE INVENTORY EXCEPTIONS BEFORE SIGNING THE INVENTORY.**

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When you sign the inventory, you are agreeing to all the exceptions. When you agree with the exceptions, you are stating that you agree that your furniture is in the damaged condition listed.

Suppose the inventory says "chair sc r ch 15 4 7 5 9 8 9 6 10". If you signed the inventory, you would be agreeing that the chair had small scratches, rubs, and chips on the seat, front, rear, left side, right side, legs and top.

Can you imagine taking the time to review hundreds of inventoried items? Almost no one takes the time. Who has the time on moving day, with so much going on? Thousands of claims are denied because the damage claimed "was listed on the inventory, and you signed the inventory".

Here's an easy way to keep track of the inventory process:

Follow the inspector around while he inventories. Ask him to point out the damage he is listing as he writes. He won't like it, because this will slow him down. He may ask that you go away. Tell him you will not go away. Tell him that you won't allow anything to go on the truck unless you understand the exceptions noted for each item. Tell him that you won't sign the inventory unless you understand it. If you disagree about something, write it on the inventory sheet and take a photo of the item.

### **SO YOU ARE ANNOYING**

The movers, packers and inspector won't like that they are being supervised so closely. Too bad! This is your stuff they are handling, and you are paying the bill. When they see you watching them closely, taking pictures and making notes, I guarantee they will be on their best behavior.

Don't "drop the ball" at this point. Be as aggressive as you need to be. You MUST control the inventorying of your property. If items are not listed on the inventory, you will not be paid for them if you file a claim.

### **TRUCK OVERFLOW**

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If the truck fills up before you are fully loaded, a second truck will have to be sent, usually on another day. If everything has been inventoried and packed and just needs to be loaded, you should not need an assistant on the second load.

You will be charged as if everything was loaded onto one truck.

If it looks like two trucks might be needed for your move, prioritize the load so that you will get your most important belongings first.

### **WHERE'S WALDO?**

Don't expect the moving truck to leave your house and go right to your destination. Movers will usually drive from pickup to pickup until the truck is fully loaded, front to back. Then, they will unload the customers back to front. If you were the last customer loaded, you will be the first customer unloaded. If the truck was empty when it arrived at your house to pick up your goods, you will be the last to be unloaded. Each company will have it's own routing system. The company dispatcher can tell you how your load will be routed. A common scenario might go like this:

Lets say that the truck will hold three small loads.

Customer #1 is moving from Baltimore, MD to Denver, CO

Customer #2 is moving from Alexandria, VA to Chicago, IL

Customer #3 is moving from Harpers Ferry, WV to Nashville, TN

If the truck picked up the loads in Alexandria, Baltimore, and Harper's Ferry in that order, they would then unload by going from Harpers Ferry, WV to Nashville, TN, then from Nashville, TN to Denver CO, then from Denver, CO to Chicago, IL. So, the truck's route from beginning to end would be Virginia, Maryland, West Virginia, Tennessee, Colorado, and Illinois. It's no wonder moving trucks have trouble keeping to a schedule!

If customer #1 paid for expedited service, the movers would simply make him the last pickup, so that he could be the first customer to be unloaded.

### **FREQUENTLY ASKED QUESTIONS**

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### **WHEN DO I HAVE TO BE THERE?**

You have to be there within the range of dates listed on the bill of lading. If you are not, the movers may put your goods in storage so that they may move on to the next customer. You will be charged for storage and warehousing.

### **WHAT IF THE MOVERS ARE EARLY?**

If the movers are early by a day or so, they will likely put your goods in storage so that the driver can keep moving. The local moving affiliate will then deliver your goods according to the schedule stipulated on the bill of lading. In this scenario, you will not be charged for warehousing or re-delivery.

### **WHAT IF THE MOVERS ARE LATE?**

Because of the moving truck zig-zagging across the country to deliver loads, they may arrive late. If you have paid for expedited service, you are entitled to receive the stipulated "per diem" as compensation. The per diem is the only compensation that the movers are legally required to pay.

### **WHAT IF THE MOVERS NEVER ARRIVE?**

If you vetted the company before signing the contract, this is unlikely to occur. If you are concerned, you can find the movers contact information on the Order For Service and Bill of Lading. Call them to find out where your load is.

If you didn't vet the company before signing the contract, shame on you. You put everything you own at risk.

## **CHAPTER 5: MOVING IN**

So, the truck has arrived, and you breathe a sigh of relief. Well, take a deep breath; there are a few more hurdles to overcome. They are:

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- Review weight of the shipment and actual charges
- Agreement on any extra charges (destination charges)
- Payment of the bill
- Unload and check inventory

### **WHAT YOU NEED TO HAVE ON DELIVERY DAY**

- A certified check or money order for the shipping charges. If your shipment was weighed at origin, the moving company can provide you with this figure
- Cash equivalent to 10% of the moving bill
- Bill of Lading
- Order for Service
- Inventory sheets and a clipboard
- Digital camera and notepad
- A helper, if possible

### **YOUR GOODS MAY BE HELD HOSTAGE**

The driver will not unload your goods until the bill has been paid. It is likely that he will try to add-on to your bill at this time, because drivers get a cut of these charges. It will make no difference whether you have a binding estimate or not. If the driver can add-on for services not included on your order for service, he will. If you cannot agree on what you should be charged, the most the driver can collect at the time of delivery is 110% of the freight bill. Any charge greater than 110% may be billed to you. This is the law, so don't let the driver hold your goods hostage. Pay the 110% so that you regain control of your goods. Dispute the charges later.

### **HOW YOUR CHARGES ARE FIGURED**

If you are being charged by weight, and your shipment weighs more than 1,000 pounds, your charges can be figured by two methods: Origin weighing and Destination weighing. The movers can use either method at their discretion.

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If the origin method is used (and it generally is), the driver is required to have the truck weighed before coming to your residence. The truck may be partially loaded, but this will not affect the weight of your shipment. The weight at this first weighing is called the "tare", or beginning, weight. Once your goods are loaded, the truck is re-weighed to determine the weight of your shipment. The tare weight is subtracted from the gross weight to obtain the net weight of the shipment. To figure the charges, cross-reference the net weight with the movers tariff that you picked up on your visit to the movers offices.

The destination method is the reverse of the origin method. The driver will weigh the loaded truck before unloading your shipment, then re-weigh when your goods are unloaded. The "after" weight is subtracted from the "before" weight to determine the net weight. Check the tariff to verify the charges.

Clearly, with the destination method, the mover will not be able to determine the exact charges for your shipment before the truck is unloaded. If the driver tries to collect prior to unloading the truck, you are being scammed.

### **HOW DO I KNOW IF THE WEIGHTS ARE CORRECT?**

You have the right to be present at both weighs, but you need to let your wishes be known in advance. If you were not present, and the weights seem to be high, here is a quick method to check the weights:

1. Count the number of items in your shipment (from your inventory sheets)
2. Subtract the weight of any automobiles included in your weight
3. Divide the weight by the number of items in your shipment.

If the resulting number is in the 35-45 pound range, your weight is in the ballpark, and your charges are probably correct. If the number is in doubt, you have the right to request a re-weigh, at the moving company's expense.

### **FATAL MISTAKE #7: YOU SIGNED BEFORE THE TRUCK WAS UNLOADED**

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Once you agree to the charges and have paid the bill the driver will give you a receipt for your payment. At that time, the crew will start to unload your goods. **DO NOT** sign for the receipt of your goods before the truck is unloaded. Technically, you have not received anything until the shipment is unloaded onto your property. If you sign before unloading, you are signing that you have received the goods in good condition. You won't know what condition the goods are in until you have inspected them. It will be difficult to collect on a damage claim if you have signed that your goods are OK, when they're not.

## **UNLOADING**

Have your inventory sheets on a clipboard. As your items come into the house, place a check mark next to the item on the inventory sheet to indicate that it has arrived. If the item has new damage, note the damage on your inventory sheet in the "exceptions at destination" (or similar) column. Set all damaged items aside, and take photos of all the new damage.

Open the damaged boxes in the presence of the driver, and point out all the damaged items. If the driver claims that he is in a hurry, and doesn't have time to talk to you about damage, simply refuse to sign the bill of lading confirming the receipt of your shipment. The driver won't go ANYWHERE without a signed bill of lading. It is his proof that your goods were delivered.

## **NOW YOU CAN SIGN**

When everything has been unloaded, inspected, new damage noted and photographed and missing items identified, you can sign the bill of lading and the driver can leave. **DO NOT LEAVE ANY BLANK SPACE ON THE BILL OF LADING.** Leaving blank space is like giving the driver a blank check. A dishonest driver may write in services that you did not receive, and you will be billed for them.

Be sure to get a copy of the bill of lading and the weight tickets.

## **THE CLAIMS PROCESS**

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If your goods have been damaged in transit, you can file a claim and receive compensation based on your valuation and insurance. The appendix contains a sample of a claim I was involved in. I've blanked out all the names to protect the innocent.

**Step 1:** File a timely claim. Although federal regulations state that you have up to nine months to file a claim, waiting is not in your best interest. File your claim within 30 days. To do this, call the mover's claims office and request a claim form. Have your bill of lading handy. If you don't have all the information requested, fill out as much as you can.

If you are asked to put in an "amount claimed", put in the replacement cost of the item, even if you don't have replacement insurance. In my experience, you will never get more than you ask for, so ask for as much as you can. If you lowball your claim, you will be subsidizing the difference.

Don't bother getting your own repair estimates. It's a waste of your money. You will not be re-imbursed for the estimates cost, and the moving company will send their own repairman anyway. They are not required to use your repairman, and they usually don't.

A sample claim form is included. The notes on the far right of the form are my coded inspection notes. The remaining notes represent the details of the customers claim.

**Step 2:** You will receive an acknowledgment of your claim within 30 days. The claims adjuster must settle your claim within 30 days of receipt.

**Step 3:** A third party inspection will be done. Once the claims office has logged in your claim, they will contact a repair firm to inspect your claim. In the attached "Inspection and/or Repair Request Fax Transmittal Sheet" you will see what I was asked to do. I was to inspect and repair the new, transit related damage to the customer's furniture, and advise the claims office as to what to do with unrepairable items.

Notice on the bottom of this page that the valuation is listed: "FV" (full value) and "0" deductible.

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The claims office relies heavily on the opinion of the repair guy. He is the eyes/ears of the claims adjuster. If he says that damage is old (PED, or "pre-existing damage") you won't get a dime for that item.

Sometimes, the inspector needs to have a look at the original inventory to confirm or rule out damage. I have included a copy of an inventory page, with the exceptions at pickup noted. A quick look at this page, and you will see why I suggested that you question the inventory taker as he is writing. Can you imagine reviewing all these exceptions in the middle of a busy move?

**Step 4:** The repairman submits his inspection report and waits for authorization to repair. In the attached example, repair authorization was given when the inspection request was made. Consequently, I went ahead and repaired the items that were repairable. I submitted my inspection report with my bill for repairs.

**Step 5:** When the repairs are done, you must sign that the repairs are performed satisfactorily. If they are not, you should note your objections on the repairman's work order.

On my attached inspection report, you will note that the mirror, armoire, striped chair, glass urn, and tumblers were not repaired. I have suggested cash reimbursements for these items. Generally, the claims adjuster will take the recommendation of the repairman on cash out amounts. When it comes to cash outs, if you have an amount in mind and can back up your request, the repairman will generally agree with you. It saves him some work, and makes his job easier.

## **SHOULD YOU SUE?**

If your move was intra-state (two locations in the same state) you may be able to sue the mover for damages under state law. State laws will vary. Contact your State's Attorney or Consumer Protection Agency for help with your particular situation.

If your move crossed state lines, you can forget about suing. The best you can hope for is arbitration. Interstate movers are required by law to offer neutral arbitration as a

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means of resolving disputes. Your moving company's claims office is required to provide you with arbitration information.

## **APPENDIX A**

### **Moving Checklist and Interview Sheets**

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## Moving Checklist

### Preparing to Move

- Household Inventory
- Identify High Value Items
- Locate/Set Aside Proof of Ownership for High Value Items
- Acquire Appraisals
- Take Photos
- Estimate Weight
- Estimate Cubic Feet
- Estimate Value

### Acquiring the Estimate

- Get Referrals
- Call at least 3 Moving Companies for an Estimate
- Determine what Extra Services will be needed at pickup
- Determine what extra services will be needed at destination
- Discuss how your furniture will be packed, wrapped and handled
- Discuss Valuation
- Discuss Insurance
- Discuss Scheduling
- Discuss payment arrangements
- Be sure that everything you want is IN WRITING
- Get the company's name, aliases, owner's name
- Get the company's DOT # and Motor Carrier license #

### Vetting the company

- Check out the company on the FMCSA website

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- Visit the company
- Get Tariff rate sheet from company
- Call the company
- Google the company
- Call the Better Business Bureau
- Compare the price, service, and reliability of your three companies
- Choose which company you hire

#### Execute the Order for Service

- Make sure ALL details and payment arrangements are in writing

#### The Contract

- Decide who you will hire
- Execute a detailed Order for Service

#### Move Out

- Arrange for a helper
- Arrange for babysitter
- Call a day ahead to confirm arrival time
- Attend the weighing
- Leave room for the truck to park
- Review bill of lading with driver
- Get names of moving crew and driver
- Have a digital camera available
- Confirm inventory exceptions
- Attend second weighing

#### Move In

- Be available during the trucks arrival window
- Have payment ready
- Review actual charges
- Do Not sign yet
- Have your copies of all paperwork
- Have your digital camera ready
- Inspect all furniture

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\_\_ Note & photograph new damage

## INTERVIEW SHEET

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phones: \_\_\_\_\_

Owners Name: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years in Business w/this Owner: \_\_\_\_\_

DOT #: \_\_\_\_\_

MC#: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Rep Office Phone: \_\_\_\_\_

Rep Cell Phone: \_\_\_\_\_

Move Out Date: \_\_\_\_\_

Move In Date: \_\_\_\_\_

Extra Services Needed at Pickup: \_\_\_\_\_

Extra Services Needed at Destination: \_\_\_\_\_

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Est Weight: \_\_\_\_\_

Est Cubic Feet: \_\_\_\_\_

Est Valuation: \_\_\_\_\_

Insurance: \_\_\_\_\_

How Will Furniture Be Wrapped: \_\_\_\_\_

What Form of Payment: \_\_\_\_\_

## INTERVIEW SHEET

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phones: \_\_\_\_\_

Owners Name: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years in Business w/this Owner: \_\_\_\_\_

DOT #: \_\_\_\_\_

MC#: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Rep Office Phone: \_\_\_\_\_

Rep Cell Phone: \_\_\_\_\_

Move Out Date: \_\_\_\_\_

Move In Date: \_\_\_\_\_

Extra Services Needed at Pickup: \_\_\_\_\_

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Extra Services Needed at Destination: \_\_\_\_\_

Est Weight: \_\_\_\_\_

Est Cubic Feet: \_\_\_\_\_

Est Valuation: \_\_\_\_\_

Insurance: \_\_\_\_\_

How Will Furniture Be Wrapped: \_\_\_\_\_

What Form of Payment: \_\_\_\_\_

## INTERVIEW SHEET

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phones: \_\_\_\_\_

Owners Name: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Years in Business w/this Owner: \_\_\_\_\_

DOT #: \_\_\_\_\_

MC#: \_\_\_\_\_

Representative's Name: \_\_\_\_\_

Rep Office Phone: \_\_\_\_\_

Rep Cell Phone: \_\_\_\_\_

Move Out Date: \_\_\_\_\_

Move In Date: \_\_\_\_\_

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Extra Services Needed at Pickup: \_\_\_\_\_

Extra Services Needed at Destination: \_\_\_\_\_

Est Weight: \_\_\_\_\_

Est Cubic Feet: \_\_\_\_\_

Est Valuation: \_\_\_\_\_

Insurance: \_\_\_\_\_

How Will Furniture Be Wrapped: \_\_\_\_\_

What Form of Payment: \_\_\_\_\_