

MOVING IN
NORTH CAROLINA

Your Rights and
Responsibilities

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INTRODUCTION

This brochure contains information you need to know regarding the shipment of household goods within North Carolina. You will want to read it thoroughly before contracting with a mover and before the move takes place. ALL moves are subject to the rules and regulations of the North Carolina Utilities Commission (Commission), even moves made within a city or county. A copy of the tariff used to determine the charges for your move (the Maximum Rate Tariff) is available from the Commission's website, www.ncuc.net. You may also obtain a copy of the Maximum Rate Tariff by calling the Commission's Chief Clerk's Office at 919/733-7328. The Clerk's Office will charge you approximately \$15.00 for the tariff (20 cents per page copying fee). **The Maximum Rate Tariff establishes "maximum" rates a mover can charge, however, you and the mover are allowed to negotiate moving rates that are lower than the established maximum rates.**

While the Commission regulates the charges, protections, and liabilities afforded to you and the mover, your move should be a cooperative effort. You and your mover should work closely together which will save you time and money. Be sure to call your mover if you have any questions before, during, or after your move.

SELECTING A MOVER

Movers transporting household goods in North Carolina must be issued a certificate from the Commission. The certificate or "C" number must be clearly displayed in any advertising, on the Estimated Cost of Services form, and on the Bill of Lading. To determine whether or not the mover has a certificate, you can call the Commission at 919/733-4036 or refer to the list of regulated transportation companies shown on the Commission's website.

Some movers operate as agents for nationally known van lines. You should ask each mover for its name, address, and phone number as well as whether or not it is operating as the mover or the agent.

ESTIMATES

Movers are required to give you a written estimate of the cost of your move if you request one. There is no charge for the estimate. For moves within North Carolina, there are three types of estimates: non-binding, binding guaranteed, and binding not-to-exceed. The estimates must clearly describe the shipment and all services to be performed and appear on forms approved by the Commission. Your mover is not required to provide an estimate if you request the estimate less than 5 business days prior to the move or if the total weight of the move is less than 500 lbs.

Non-Binding: A non-binding estimate shows the approximate charges which will be assessed for the services identified in the estimate. At the time of delivery, the mover will expect payment of the actual charges. However, you may request delivery of the

shipment upon payment of an amount not to exceed 110% of the estimated charges. You will be billed for the balance of the charges which should be paid within 30 days of the date of delivery of your household goods.

Binding Guaranteed: A binding guaranteed estimate is fully binding on the mover as long as you do not request additional, different, or fewer services than those initially specified in the estimate. If any additional services are performed by the mover at your request which are not covered in the binding guaranteed estimate, additional charges will apply and be listed on an addendum to the estimate.

Binding Not-to-Exceed: A binding not-to-exceed estimate specifies a guaranteed maximum charge for the move. After the move has been completed, all charges will be calculated. If the actual charges are less than the estimate, the actual charges will apply. If the actual charges are greater than the estimate, the estimated charges will apply. If any additional services are performed by the mover at your request which are not covered in the binding not-to-exceed estimate, additional charges will apply and be listed on an addendum to the estimate.

Unless arrangements are made in advance, only cash, certified check, money order, or travelers check will be accepted for payment at the time of delivery of your household goods. Most movers do not accept personal checks, and many do not have the ability to process credit or debit cards. Check with your mover to find out what you need to know about paying for the move.

HOURLY RATED SHIPMENTS

The Commission's regulations provide that moves of 35 miles or less be billed at hourly rates. **Remember that these hourly rates are maximum rates, and you and the mover are allowed to negotiate moving rates which are lower than the established maximum rates.** The "clock" starts when the movers arrive at your home and ends when all the services at the destination have been completed. A charge for travel time may be assessed. Time will be rounded up to the nearest quarter hour.

WEIGHT/DISTANCE MOVES

The Commission's regulations provide that moves greater than 35 miles be billed based on weight and distance. **Remember that these weight/distance rates are maximum rates, and you and the mover are allowed to negotiate moving rates which are lower than the established maximum rates.** The mover will weigh the vehicle (tare weight) prior to loading your household goods. After the vehicle has been loaded, the mover will weigh your shipment again (gross weight). The net weight will be determined by subtracting the tare weight from the gross weight. All weights will be shown on the Bill of Lading. If no adequate scale is available, a "constructive weight" (7 lbs. per cu. ft. of properly loaded van space) may be used to determine the weight of the shipment.

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

EXPEDITED DELIVERY SERVICE

Typically, movers will deliver your household goods in a “window” of time (i.e., “between Monday and Wednesday”). However, you can request that the delivery occur on or before a specific day. This delivery is called “expedited service” and is subject to the availability of the trucks. The rates that apply will be based upon the number of miles involved in your move. If you are moving a distance of 80 miles or less, your charge will be based on a minimum of 4,000 lbs. If you are moving a distance of 81 to 150 miles, your charge will be based on a minimum of 5,000 lbs. If you are moving a distance of 151 miles or more, your charge will be based on a minimum of 8,000 lbs.

EXCLUSIVE USE OF VEHICLE

If you do not desire to have the goods belonging to someone else transported with your shipment, you can ask the mover to give you exclusive use of the vehicle. If you ask for this service, though, special rates apply. Check with your mover if you are interested in this service.

VALUATION

All shipments of household goods must have the “valuation” determined prior to the move. An addendum to the Bill of Lading provides details on the valuation of your household goods and allows you to clearly select the protection and liability levels you desire. This form should be given to you by the mover at the time of the estimate and be completed by you prior to the move. Settlement of any claim for loss or damage is based upon the level of protection you select.

There are three different valuation options. Valuation is NOT insurance; it is a defined level of carrier liability. You are not purchasing, and the mover is not selling you, an insurance policy on your household goods during your move. Also, all valuations are rounded up to the next \$100.

Basic Value Protection: This is the most economical protection plan available. There is no charge for this valuation. The mover’s maximum liability shall be \$.60 per lb. based upon the actual weight of any lost or damaged article or articles. (For example, damage to a refrigerator weighing 400 lbs would result in a check to you for \$240.00 for you to repair or replace the refrigerator.)

Depreciated Value Protection: This level of valuation considers depreciation in determining the amount of liability. The mover's maximum liability is either \$1.25 times the actual weight of the shipment or a lump sum value declared by you, less depreciation. In other words, you can declare that the shipment is more valuable than \$1.25 times the weight of the shipment. For example, a 5,000 lb. shipment would be valued at \$6300. You can declare the shipment to be valued at any amount greater than that if you want to do so. The mover has the option of paying you the value (less depreciation) of any lost or damaged goods, repairing any goods to the extent necessary to restore them to same condition as received by the mover from you, or paying you for the cost of the repair. (For example, damage to an end table valued at \$200 and 7 years old, would depreciate 7% each year resulting in a depreciation of \$98. You would receive a check for \$102 instead of \$200.) You may ask your mover for the source of its depreciation rates. Many movers use the depreciation guide supplied by the American Moving and Storage Association.

Full Value Protection: This is the greatest level of protection provided. The mover's maximum liability for this option shall be the greater of \$4.00 times the actual weight of the shipment or the declared lump sum value of the shipment. (The declared value must be at least \$4.00 per lb. times the weight of the shipment). In the event that goods being moved are lost, the mover will have the option of replacing them with articles of like kind and quality or paying you for the cost of replacement (as determined by current market value without deduction for depreciation). In the event that goods are damaged, the mover will have the same options as stated above, plus the additional options of repairing them to the extent necessary to restore them to the same condition as when received by the mover from you, or paying you for the cost of the repair. Any item the mover pays to replace becomes the property of the mover.

ARTICLES OF EXTRAORDINARY VALUE

Any items which you wish transported by the mover that are valued in excess of \$100 per pound per article must be declared on a separate inventory. Otherwise, the mover's liability will be limited to \$100 per pound per article (so your 2 oz. diamond ring will only be covered for \$12.50!!) You might want to consider transporting certain items yourself: stamp or coin collections, cash, jewelry, legal and medical documents, and other such special items. If you include firearms in your shipment, make sure that the crew leader is aware of it and enters the model and serial numbers on the inventory.

PRE-MOVING INFORMATION

A responsible adult needs to be available at each point in the moving process: development of the estimate, packing the shipment, loading it, and monitoring the delivery.

Keep electrical and telephone services working at the origin until after the move is completed.

Movers can refuse to move household goods which can cause damage to the shipment. You should check with your mover about items such as aerosol cans, matches, cleaning fluids, ammunition, fireworks, antifreeze, batteries, acids, and open cans of paint, oil, bleach, etc. Some items will leak, such as fuel tanks in lawn mowers and kerosene heaters, and should be drained prior to shipment. Remember that propane tanks cannot be moved unless such tanks have been serviced/purged and plugged by a professional gas service and labeled as such.

All mechanical and electrical equipment such as grandfather clocks, stereos, TVs, computers, CD players, DVDs, home theatre equipment, washers, dryers, ice makers, and other such items must be properly serviced prior to shipment. If you require assistance, contact your mover about such servicing. There will be charges if the mover arranges it.

Items attached to structures should be removed prior to moving day. These items include blinds, drapes, cornices, mirrors, curtain rods, shelving, etc. It is also appropriate for you to take down any artwork from the walls and set the pieces aside: paintings, sculptures, photographs, mounted game, etc.

Refrigerators and freezers should be emptied and dried prior to the move. Movers are not responsible for damages due to atmospheric conditions such as temperature and humidity.

Movers are not required to remove items from locations which do not have flat continuous floors, permanent stairways, adequate lighting and/or sufficient height to allow a person to stand erect, such as attics, basements, or crawl spaces. However, if you request and the mover agrees to remove items from such areas, there will be additional charges.

Since "ready-to-assemble" furniture made from press board and particle board is not designed to be moved or disassembled, the mover only offers limited liability on this type of furniture. Ask your mover for the form addressing this matter.

It is important to separate your "NOT GOING" and "TAKING WITH ME" items from the ones which will be packed and loaded for shipment. A good idea would be to put them in a closet or separate room and put a sign on the door that states, "DO NOT PACK OR MOVE."

PACKING DAY

When the packing crew arrives, you should accompany the crew leader on a visual inspection of your home. Be sure to point out items not to be packed, items valued over \$100 per pound, fragile items, and items that need to arrive first at the destination.

You are welcome to pack certain boxes yourself. However, the mover is not liable for any damage to their contents resulting from poor packing unless there is external

damage and the inspection is done at time of delivery. You are charged for boxes, cartons, crates, and other packing materials supplied by the mover and used by you or the crew for the move.

Once packing seems to be completed, you and the crew leader should again conduct a visual inspection of your home to make sure all required items have been packed. Check closets, attics, basements, cabinets, detached buildings, and other areas of the property to ensure that nothing has been missed.

LOADING DAY (ORIGIN)

The driver and you should conduct a pre-load walk-through and make sure he notes the "DO NOT LOAD" items, special care items, and items which should come off the truck first. He will do a complete inspection of all items and make a detailed inventory. You should also be available to the driver as the loading is being done in case he has any questions.

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

Approve and sign all necessary documents: the Bill of Lading, a list of any accessorial services performed, any inventories prepared, and the addendum to the Estimated Cost of Services, if needed.

Be sure that the driver has the destination address, contact phone numbers, and directions to your new home.

DELIVERY DAY (DESTINATION)

The driver will give you the completed Bill of Lading and request payment before unloading the truck. Remember, usually cash, certified check, money order, and travelers checks are the only forms of payment that will be accepted.

If you received a non-binding estimate, you can only be required to pay up to 110% of the amount originally quoted in the estimated cost of services (plus the amounts in any addendums to that quote). The Bill of Lading will reflect the actual cost of your move. You will be billed for any balances due to the mover payable in 30 days.

If you received a binding guaranteed estimate, that amount (plus any amounts in addendums) is the amount due to the mover.

If you received a binding not-to-exceed estimate, that amount is the maximum which can be requested (plus any amounts in addendums).

You should walk through the new residence with the driver to go over your floor plan so he can determine the best way to unload your possessions.

The crew will assemble all items that they disassembled at origin. They will not assemble items disassembled by others nor will they install appliances and fixtures since those would have been serviced by trained personnel at origin. Trained personnel would again be needed to re-service them at destination. Again, these servicings are subject to additional charges.

Unpacking is part of the packing service and will be performed at the time of delivery, if you wish it to be done. Crew members do not put items in cabinets, drawers, etc., although they will hang clothes in closets. The debris from the move will be taken from the premises on the day of the move if you ask them to do so. If the crew has to return another day to remove the packing materials, an additional charge may apply.

After the delivery is completed, walk through the rooms with the driver and conduct a final inspection of the items. Be sure to note on the inventory sheet any damages before you sign it. DO NOT dispose of any damaged items or the packing materials used for those items since they will be needed for settlement of your claim.

Approve and sign all required paperwork: Bill of Lading, any inventories prepared, a list of any accessorial services performed, and the addendum to the Estimated Cost of Services, if needed. Be sure to note on the inventory sheet any damages before you sign it.

STORAGE

If you are not prepared to move into your new home immediately, you can have your household goods stored for later delivery. This is known as “storage-in-transit” and can be performed for an additional charge. Usually, the mover will require payment of the charges incurred up to that point prior to placing the items into storage. (The 110% provision in non-binding estimates will not apply to such shipments.) Charges are calculated on 30-day increments and **may be** prorated.

During this period (not to exceed 180 days), the rates, rules, and regulations of the Commission would apply. However, goods held after 180 days revert to “permanent storage” and would be subject to the rates, terms, and conditions of the warehouse operator and are not subject to the jurisdiction of the Commission. Moves out of permanent storage would be conducted with a new contract.

If you need to remove some stored items before moving the entire shipment out of storage, you can make arrangements to get access to the shipment. The item(s) will be weighed to deduct the amount from the shipment which will reduce the monthly storage charge. There will be a charge for warehouse personnel to assist you.

LOSS OR DAMAGE

After the delivery is completed, walk through the rooms with the driver and conduct a final inspection of the items. Be sure to note on the inventory sheet any damages before you sign it. However, these notes do not constitute a "damage claim." Claims must be in writing on forms provided by the mover; just call the mover and the forms will be mailed to you. The form must be accompanied by a copy of the paid Bill of Lading. Claims will not be settled until after full payment for the move is rendered to the mover.

The forms will ask for a description of the item(s), including the age, original cost, and weight as well as a description of the damage. You may need to get estimates for repairs or replacements and include them as part of the claim. The mover has the option of repairing or replacing the damaged articles. All items replaced become the property of the mover. The amount of your settlement will depend upon the type of valuation selected prior to the move (See Valuation).

Claims should be filed with the mover as soon as possible to speed settlement. However, you have 9 months after delivery in which to file the claim. If the mover disallows any or all of your claim, you can file a civil lawsuit against the mover. However, such action must be undertaken within two years and one day from the date when notice in writing is given by the mover to you that your claim has been disallowed. DO NOT dispose of any damaged items or the packing materials used for those items since they will be needed for settlement of your claim and evidence in any lawsuit.

The Commission's Public Staff, Transportation Rates Division (919/733-7766) is available to assist you with disputed claims on an informal basis. The Commission (919/733-4036) also has a formal complaint process available to you in the event that disputed claims are not settled, either directly with the mover or with the assistance of the Public Staff.

IN CLOSING....

Moving is a stressful situation. However, use of the information in this brochure may assist you in making it simpler and more successful. If you have questions about moving or any specific moving company, you may contact the Public Staff of the Commission at 919/733-7766.