

MOVING IN GEORGIA

Your Rights and Responsibilities

**Prepared by the Georgia Public Service Commission
Transportation Unit
244 Washington Street
Atlanta, Ga. 30334**

How To Make Informed Decisions Before, During, and After Your Move

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

Household Goods Movers are business men and women; and like all businesses, some are better than others. Many problems arise from disagreements about either the estimate of charges or the mover's liability for damaged or lost property. You can avoid many problems by doing two things:

1. Choose a licensed, professional mover with care from the list of over 200 professional movers licensed by the Public Service Commission (PSC).
2. Understand your rights and obligations.

A Note On Jurisdiction:

The PSC has jurisdiction for all Household Goods moved within the State of Georgia except where:

- The point of origin and destination remain within the city limits of one municipality. Any complaints and claims against the carrier must be filed with local authorities.
- The point of origin or destination is within another state. Any complaints and claims against the carrier must be filed with the Federal Motor Carrier Safety Administration.

The following information is provided for moves within Georgia that are under the jurisdiction of the PSC:

Part 1: BEFORE THE MOVE

ONLY USE A LICENSED MOVER: All Household Goods Carriers operating under the PSC jurisdiction must hold a Certificate. Licensed, professional movers must comply with the PSC rules and regulations for handling and moving your property and they must perform their services at the rates prescribed by the PSC and published in the Maximum Rate Tariff. Unlicensed movers operate outside the law, and they may provide little protection for loss or damage to your property - - or none at all. For your protection, use only licensed movers. For a complete list of all licensed movers, see the Household Goods Consumer Service Report Card or contact us.

CARRIERS REPUTATION: A good reputation is the most valued asset to a mover. Get recommendations from neighbors, friends, coworkers, real estate agents, or any newcomer who has used a mover recently, and then acquire estimates from movers with satisfied customers.

COST COMPARISON: Your moving costs will be calculated by one of two methods:

1. For moves less than 50 miles, charges are based on the number of workers and hours for the loading, moving and unloading. Hourly moves to and from Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Gwinnett, and Henry Counties are subject to a slightly higher hourly rate. See Section II of the Maximum Rate Tariff for detailed costs.
2. For moves in excess of 50 miles, charges are based on the total shipment weight and distance of the move. See Section III of the Maximum Rate Tariff for detailed costs.

All rates are published in the Maximum Rate Tariff and may be seen at the PSC website at www.psc.state.ga.us or at the mover's office. Remember all rates are negotiable.

TYPES OF ESTIMATES: AN ESTIMATE MUST BE IN WRITING. Any licensed professional mover should give you a free, written estimate of the probable cost of your move. Get estimates from several qualified, experienced movers.

Be sure the estimator sees everything you want moved, including the basement, attic and garage, and understands any special problems that may exist at your destination (like elevators, stairs, etc.). Also, include only items that you are not planning on moving yourself.

Get a written estimate before the move starts (before the carrier arrives to perform the move). It should state all the decisions you have made about what you want moved, other services (including the number of employees and the size of the vehicle your move will require), and the mover's liability for loss or damage. Have the carrier sign your copy. Keep the written estimate in a secure location; it will be the first document asked for if a dispute arises concerning overcharges. In Georgia, there are three different types of estimates:

1. Non-Binding Estimate - The carrier can not charge more than 110% of its quote as a condition of releasing the load at the destination, and must wait thirty (30) days before demanding payment of any balance due.
2. Binding Estimate - This estimate is binding on both the shipper and the carrier. Both the shipper and carrier agree to an amount prior to the move.
3. Not To Exceed Estimate - This estimate is binding on both the shipper and the carrier. The carrier cannot charge more than its quote.

PACKING YOUR OWN HOUSEHOLD GOODS: A moving company will generally NOT accept liability for items you pack yourself (unless the mover is negligent in handling the items). Any items you pack must be able to withstand the rigors (shaking) of transportation. Please discuss this with the mover and consider asking the mover to pack any fragile items for you. Never pack matches, flammables, or other dangerous articles.

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

Part 2: DURING THE MOVE

INVENTORY: An inventoried Bill of Lading and an Addendum to the Bill of Lading will be very valuable documents if you have a claim for loss or damage later on. After the truck arrives, but before the loading begins, you may ask the carrier to make an inventory of your property, and accompany the mover while the list is prepared. If you disagree with anything on the inventory, make a note of it on the form before you sign it. Make sure the inventory is legible and accurate and that any notations also appear on the company's copy. If you're billed on an hourly basis, you may have to pay for the time an inventory takes; but without one you could have a very hard time proving a claim.

BILL OF LADING: This is your contract with the mover. It states the mover's responsibilities, such as the services they will perform, when and how they charge for the move, and what their liability is. Be sure you understand the contract (especially the part about the carrier's liability), and get a copy. Don't sign it until you understand it and agree with it. Movers are required to issue you a Bill of Lading, so don't hire a mover who doesn't want to use one.

ADDENDUM TO UNIFORM HOUSEHOLD GOODS BILL OF LADING: This document details the carrier's liability. Your mover's liability may be less than the value of your goods. According to law, carriers are not liable for the full value of your property unless you pay an additional charge for that protection. There are three options available to cover loss and/or damage:

1. Option 1- Actual Cash Value- This option provides reimbursement for loss and damage not exceeding three hundred (\$300.00) dollars per move, based on the depreciated value. There is no additional charge for this option.
2. Option 2 A- Full Value Protection- This option provides coverage based on the current replacement value at the time of loss or damage. Carrier shall have the option of repairing and/or restoration to the original condition. Additional charges may apply based on the deductible chosen and the replacement value.

3. Option 2 B- This option provides coverage based on the current replacement value at the time of loss or damage. The shipper is responsible for a \$300.00 deductible.

It is important to understand that a "carrier's liability" and "insurance" are not the same thing. It's a good idea to see your insurance agent to determine if you need additional coverage. Reputable movers will explain their liability for loss or damage to your property and how you can increase your protection. All licensed movers must provide you with a Liability Addendum.

PACKING CONTAINERS, PACKING AND UNPACKING: The fees charged for corrugated containers, crates, cartons, and the packing and unpacking of such items are regulated in the Maximum Rate Tariff (Section III, Item 510). The fee charged is "all inclusive," no additional packing material (tape, packing paper, etc.) may be charged to the shipper.

WEIGHT: Charges for moves over fifty (50) miles are based on weight and distance. You may verify the "tare weight" (the weight of the vehicle and only the driver) before your property is loaded. The driver will have that document. You are entitled to witness the official weighing of the loaded vehicle. (The weight of your shipment - - the difference between the tare weight and the loaded weight - - is the basis for determining your cost). If you can't be there for weighing and dispute it afterwards, you may insist upon a re-weighing; but you may have to pay for it if the original weight was accurate.

DELIVERY: Be at the destination site at the time agreed upon for delivery. If you are not there and delivery can't be made because of your absence, your property may be placed in short-term storage. There may be extra fees associated with short-term storage. Check the condition of your property before signing a delivery receipt. If there's damage or loss, make a written notation on the inventory or Bill of Lading. Be specific. Be sure the notations appear on both copies (yours and the carriers). If you don't, it could be very difficult to collect on a claim. If there's a box or a container you don't want unpacked right away, you and the mover should inspect it for signs of damage. If you have packed your own cartons, the mover may not be liable for loss or damage to its contents unless there is visible damage to the carton. It is important to check for damage to valuable items while the mover is present.

BE PREPARED TO PAY AT DELIVERY: Unless you have made credit arrangements with the carrier, you will be expected to pay for the move before your goods are unloaded. Payment will be expected in cash, money order, or cashier's check based upon the written estimate. Please note that you are **NOT** liable for any charges that are not specified in the Maximum Rate Tariff (Lunch Hours, Travel Times, etc.).

Part 3: AFTER THE MOVE

CLAIMS: Claims must be filed in writing with the carrier within ninety (90) days of the date of delivery. A successful claim for loss or damage may depend on your having written an accurate description of the loss or damage on the inventory or the Bill of Lading (on the carrier's copy too). Unless you note the loss or damage on these documents, your burden of proof may be more difficult.

File your claim with the carrier in a letter or use a claim form provided by the mover. Specifically describe the loss or damage and include a copy of the inventory and/or Bill of Lading. Send it to the mover at its local office. If there is no local office at your destination, file it at the mover's home office.

Movers must acknowledge and act on written claims (that is, pay, settle, or deny a claim) within ninety (90) days. Be sure to keep the damaged property because the mover has a right to inspect any damaged property before settling a claim. Do not have the damage repaired or do not replace the item before consulting with the mover, or it may jeopardize your potential settlement. If the carrier refuses to address the claim then you should write the PSC a letter of complaint. With the complaint letter you will need to include a copy of the quote, Bill of Lading, Addendum to the Bill of Lading, and any written correspondence between the carrier and yourself. The complaint letter should state the following:

- The address of the point of origin and final destination.
- The nature of the complaint.
- All verbal and written correspondence with the carrier.
- A suggestive course of action to resolve the issue.

The PSC has the authority to require a carrier to handle a claim to a conclusion within ninety (90) days after the claim has been filed.

Remember, the PSC does not have jurisdiction over moves that cross state lines or are wholly within the corporate limits of a municipality.

Part 4: CONCLUSION

The best way to avoid problems is to plan ahead and be prepared. No two moving companies are the same. Some are better than others, so it's worth your time and effort to remember these important considerations:

- Choose carefully - only use a carrier who has been certified and licensed by the PSC. Ask the carrier to provide their Certificate number (it should be apparent on all advertising and paperwork), and use that number to check their complaint record at the PSC.
- Get a written, signed estimate, and keep it.
- Be ready when the mover arrives.

- Accompany the mover to make up an inventory prior to the move.
- Understand and agree with the Bill of Lading before you sign it.
- Before your move, require the mover to explain their limits of liability and your options for loss and damage protection.
- Be at the destination at the time agreed upon for delivery.
- Check the condition of your property before you sign a delivery receipt.
- Be flexible.
- For additional information you may send written correspondence to: Robert West, Program Manager, Georgia Public Service Commission, 244 Washington Street, S.W., Atlanta, Georgia 30334, or call at (404) 463-4355.