MOVING?
You'll want to read this first ...

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

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

Most problems arise from disagreements about either the estimate of charges or the mover's liability for damaged or lost property. Briefly, ***AN ESTIMATE IS NOT BINDING***. An estimate is only a general idea of what charges will be, under normal conditions, for the service you order. Your actual costs can be much higher, because your bill will be based on the actual service performed. That is, what is moved, how much your goods weigh, the distance involved, and the number of workers and hours the job takes.

As for the ***CARRIER'S LIABILITY***, just remember that the lowest rate offers the least protection for your goods. Carriers offer a variety of options for protecting your property. Be sure you understand them and choose carefully; and if anything is lost or damaged, file a written claim immediately!

BEFORE THE MOVE:

ONLY USE A LICENSED MOVER. The most important thing you can do is choose from among the more than 300 movers licensed by the Illinois Commerce Commission (Ill.C.C.). Licensed, professional movers must comply with Ill.C.C. standards for handling, loading, moving, and unloading your property; and they must perform their services at reasonable rates and within a reasonable time. 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**, it's against the law to hire an unlicensed mover.

GOOD REPUTATION. A good reputation is a valuable asset to a mover. Get recommendations from neighbors, friends, co-workers, real estate agents, or any newcomer who has used a mover recently, and then get estimates from movers with satisfied customers. You also can call the Ill.C.C. and the Better Business Bureau to inquire about the number of complaints against carriers. If possible, visit a mover's facilities.

COMPARE COSTS. Your moving costs will be calculated by one of two methods: For moves less than 35 miles OR *entirely within* the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will charges are based on the number of workers and hours for the loading, moving and unloading. For moves over 35 miles (and outside the counties listed above), charges are based on the total shipment weight and the distance of the move. **For local moves remember that the lowest hourly rate does not guarantee the least expensive move.** Charges are based on actual time and number of workers.

NOTE: The Ill.C.C. does not regulate how much movers charge for moves outside of Cook County *if* they begin and end in the same incorporated community plus the area within ten miles beyond its corporate limits. Even in a rate-exempt area, ***the mover always must be licensed.***

All rates are published in movers' tariffs, which are filed with the Ill.C.C., and may be seen at the mover's office or at the Ill.C.C.. You can confirm a mover's rate by asking to see a copy of the tariff page the company has filed with the Ill.C.C.. Then you can call the Ill.C.C. to confirm the page is on file and in effect.

ESTIMATES. Any licensed professional mover must give you a free, written estimate of the probable cost of your move. Get estimates from several qualified, experienced movers. Remember, an estimate is not a bid or a quote of final charges. It's an educated guess as to what a move will cost, based on the items you tell the mover you want packed and moved. You will be billed according to charges in the mover's tariff -- and that's the amount you'll have to pay, regardless of whether it's more or less than the amount stated in the estimate.

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.).

Get a written estimate before the move starts (not when the mover shows up with the truck). 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 mover sign your copy.

Don't choose a carrier solely on the basis of the lowest estimate. Compare other things, too: the mover's reputation, the condition of the company's facilities, and check to see if complaints have been filed with the Illinois Commerce Commission, Better Business Bureau, or Attorney General.

DURING THE MOVE:

INVENTORY. An inventory and the bill of lading will be very valuable documents if you have a claim for loss or damage later on. After the truck arrives, but before the loading begins, you may ask the carrier to make an inventory of your property and accompany the mover while the list is prepared. 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. For weight distance moves, the mover is required to furnish you with an inventory at no additional charge.

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 to you a bill of lading**, so don't hire a mover who doesn't want to use one.

CARRIER LIABILITY. Your mover's liability may be less than the value of your goods. According to law, movers are not liable for the full value of your property unless you pay an additional charge for that protection. Mover's rates are based on 30 cents per pound, per article. If you choose to release the value of your goods at this level, you must write in your own handwriting the words "30 cents per pound per article" on the bill of lading. You may choose to release your goods at a higher valuation, but you will incur an additional cost. Failure to release your goods at a declared value or at 30 cents per pound per article will automatically limit the mover's liability for your goods at $2.00 times the total weight of the shipment.

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. If you purchase insurance, the mover's insurance company must issue you an insurance policy prior to the move.

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.

WEIGHT. Charges for long-haul moves 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 storage. You then will have to pay storage charges, too.

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! And be sure the notations appear on both copies (yours and the carrier's). 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 mover, you will be expected to pay for the move before your goods are unloaded. Unless other arrangements have been confirmed in writing, by the mover, payment will be expected in cash, money order, or cashier's check up to 110% of the written estimate.

IF CHARGES ARE MORE THAN 110% OF THE *WRITTEN* ESTIMATE (that is, 10% higher than the *written* estimate), the mover is required to give you 30 days to pay the balance. (Note: This is one good reason to get a *written* estimate -- and to keep your copy.) If you pay 110%, the mover MUST unload and release all your goods. (You are obligated to pay the balance due within 30 days.)

AFTER THE MOVE

CLAIMS. Claims must be filed with the mover *in writing* within 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 mover's copy, too!). Unless you note the loss or damage on these documents, your burden of proof may be more difficult. These written notations do not constitute a written claim, however.

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

Movers must acknowledge written claims within 30 days and act on them (that is, pay, settle, or deny a claim) within 120 days. Be sure to keep the damaged property, because the mover has a right to inspect any damaged property before settling a claim. Do not have damage repaired or replace the item before consulting with the mover, or it may jeopardize your potential settlement.

DISPUTE RESOLUTION: If you and the mover have a dispute about either the cost of the move or loss or damage to your property occurring during the move, you should try to negotiate a mutually satisfactory resolution. However, if you are unable to work out a satisfactory settlement, you can ask the Ill.C.C. to help by using the Commission's dispute resolution service. The Commission will first attempt to resolve the dispute through mediation. If that fails, you may submit the dispute for binding arbitration.

Participation in dispute resolution service is completely voluntary on your part and is designed to provide a relatively fast, fair, and inexpensive resolution. The arbitration service fee is $25. Requesting this service binds you to the decision of the arbitrator, and you give up your right to have a court decide the dispute.

STORAGE: If your goods are put in storage, you will have to pay for unloading when they go into storage and for reloading them when they come out again, as well as the storage charges themselves. The carrier's liability may end if your goods go into long term (or what is called "permanent") storage. Call the Illinois Commerce Commission for details.

Warehouses are also regulated and licensed by the Illinois Commerce Commission. Your property should never be stored in a "mini warehouse" or self-storage facility unless *you keep the key;* and storage in a mover's trailer for more than just one or two days is never a good idea because of potential for theft or damage caused by weather conditions.

WHEN ALL IS SAID AND DONE:

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 mover licensed by the Ill.C.C. Ask the mover to provide its license number (it should be apparent on all advertising and paperwork), and use that number to check its complaint record at the Ill.C.C.
- Get a written, signed estimate, and keep it.
- Be ready when the mover arrives.
- Accompany the mover to make up an inventory.
- Understand and agree with the bill of lading before you sign it.
- Before your move, require the mover to explain its 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
- . . . and be flexible.

FOR MORE INFORMATION

Contact the
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527 East Capitol Avenue
Springfield, IL 62701

Phone: 217-782-6448
E-mail: moving@icc.illinois.gov

visit our web site at
http://www.icc.illinois.gov

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HOUSEHOLD MOVES IN ILLINOIS

A CONSUMER'S GUIDE

prepared by the

Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

For more information, call 217/782-6448
E-mail moving@icc.illinois.gov

www.icc.illinois.gov

member of
Illinois Movers' and Warehousemen's Association
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