

We're happy to answer your questions or help you determine if a mover is properly licensed.

Feel free to contact us:

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A few tips to help you prevent loss or damage during your move:

- Do NOT apply a heavy coat of wax to your furniture before the move. A pad or blanket can leave marks in the wax that may not come out later.
- If you're doing your own packing, be careful about overloading the cartons. Use appropriate cartons to be sure your goods arrive safely. Heavy items (like books) should be packed in smaller cartons, with lighter, bulkier items (like linens) in larger cartons.
- Be sure all cartons are taped securely and the tops are flat. Label each carton as to its room and contents. **MARK FRAGILE CARTONS.**
- Completely fill all cartons. If there are open spaces, fill them with crumpled paper to avoid shifting of the contents and avoid breakage.
- Do not pack flammables or combustibles such as spray cans, paint, lamp oil, etc.
- Especially in the summer heat, be careful about packing some plastics ... they could melt and damage other articles.
- Keep toiletries, medicines, valuables (furs, money, jewelry, etc.) with you. Do NOT put them in the moving truck.
- Before loading, your mover has the right to inspect any cartons that you have packed and require re-packing if necessary for safe transport.
- Ask your mover for more suggestions. They're glad to be of service.
- **Visit www.imawa.com for more tips about moving.**



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Understanding your options

for loss and damage protection

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Illinois Movers' and Warehousemen's Association
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Do your homework up front!

Your best protection is to choose a licensed, professional mover.

Under Illinois law, *anyone offering to perform moving and storage service for hire must be licensed by the Illinois Commerce Commission. **No exceptions!*** This licensing assures you that the mover is adequately protected by liability and cargo insurance and workers' compensation insurance and that you have somewhere to turn if things go wrong. Using a "bandit" mover from the grocery store or truck rental place bulletin board not only is **illegal**, it does not offer any assurance that your goods will show up at your destination or that loss and damage will be remedied ... *regardless of what the "bandit" tells you.*

Why don't movers just provide this coverage automatically?

Coverage options are available because customers have different needs based on the nature of their possessions. Some customers need \$500,000 of coverage, while others might need only \$500 or even no coverage. If we included in our moving rates the costs for providing coverage based on the customer who needs \$500,000, everyone we move would be subsidizing someone else's coverage. That's why the mover's tariff rates are based on the minimum carrier liability (See Option 1) and more extensive coverage will cost extra.

Your coverage can be either "valuation" (which is like self-insurance by the mover), or "insurance," in which case you should receive a certificate of insurance issued by a third party insurance company. Unless you choose full replacement INSURANCE, your coverage will be for depreciated value.

BEFORE YOU CHOOSE COVERAGE:

Your move is not automatically "covered" for potential loss and damage to the full value of your property. This brochure is designed to assist you in choosing the option that is best for you.

Before you choose an option for loss and damage protection, give some serious thought to the value of your possessions. The amount of your homeowners (or renters) insurance contents coverage is a useful guide.

The time to consider coverage is **BEFORE THE MOVE**. "You can't change horses in mid-stream!" The bill of lading is your contract. Your signature with the coverage option you chose on the bill of lading will determine the final settlement if something unforeseen happens.

Remember that the mover's first obligation, under whatever coverage is chosen, is to make repairs to the damaged item. If it becomes necessary to "cash out" a claim for the actual cash (depreciated) value, the mover is entitled to take possession of the damaged goods. This does not apply at the "30 cents" option.

What are my choices??

Under Illinois law you choose one of the following options for your intrastate (within Illinois) move. Options for interstate (between states) moves are similar in many ways, but the amounts differ. Ask your mover for a thorough explanation if you have questions, or feel free to call our Association for help. (See back panel for contact info.)

Option 1: Minimum carrier liability **30 cents per pound per article.**

This is minimum coverage, and you pay no extra transportation cost. You are agreeing in writing to share with the mover the liability for loss or damage of your property being moved. If your goods are damaged or lost, the mover's maximum liability to you under this option is 30 cents per pound per article. For example, 10 lb. lamp x 30 cents = \$3.00. You would be given \$3.00 for that particular lamp. To choose this option (and avoid any extra transportation charges), you must write on the bill of lading (in your own handwriting), "30 cents per pound per article" and sign the bill of lading.

Option 2: Declared Value

You determine the total amount your shipment is worth and declare that on the bill of lading. (Your homeowners' insurance or renter's insurance contents coverage is a good guide to determining the value, or multiply \$2.00 times the weight of the shipment.) This declared amount becomes the mover's *maximum* liability to you. There is a tariff charge (normally 50 cents per \$100 of value) and this is depreciated coverage. **THIS IS NOT INSURANCE.** You and the mover are agreeing to share the liability at a higher amount than the "30 cents" option.

Example of the extra transportation (tariff) charge for this option: \$20,000 shipment value x 50 cents = \$100 tariff charge.

If there is a claim, the mover is not obligated to write out a check to you for the entire declared shipment value. Each damaged item will be repaired or replaced according to its depreciated value, not to exceed the shipment's declared value (in this example the total declared value is \$20,000).

Option 3: Insurance

Your mover may be able to help you arrange for "trip transit" insurance in the amount you specify. This coverage is from a third-party insurance company and can be either depreciated or full replacement insurance. **You should receive a certificate or policy of insurance.** Movers are not allowed to sell insurance unless they are licensed insurance brokers, so this coverage will always be through a bonafide insurance company.

Be sure to ask if there is a deductible (you'll save money that way, just like car insurance). Unless the mover's tariff specifies otherwise, there will be a charge for this coverage. You may also want to check your homeowner's policy to see if it provides coverage during your move.

What if I don't choose anything?

If you don't make any notation on the bill of lading indicating a choice for loss and damage protection, the mover's **maximum liability** to you under the law is \$2.00 times the weight of the total shipment. Example: Your shipment weighs 10,000 lbs. x \$2.00 = \$20,000 value. It works the same way as declared value (See Option 2). This is depreciated value, not replacement coverage. Unless the mover's tariff provides otherwise, there will be a charge for this coverage.

Limit of Liability on **"engineered wood" furniture:**

"Ready to assemble" furniture is defined as articles constructed of press board, particle board, and/or engineered wood, which are shipped from place of manufacture in a knocked down "KD" or knocked down flat "KDF" condition, to be assembled post-factory by a store, reseller, or end user.

"Ready to assemble" furniture is not built to withstand the normal stresses of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. The pieces will not withstand typical stacking and placement among other items on the moving truck without sustaining damage.

Because of the inherent nature of this type of furniture and its susceptibility to damage, your mover may not accept liability for damage if you ship such pieces fully assembled. You should disassemble such furniture yourself or hire a third party to disassemble it for you before moving.

The time to choose coverage is before the move starts!



After your move:

Your mover will do the best job possible and try to avoid any loss or damage. Accidents do happen, however, so remember:

- **Be sure you have a copy of the bill of lading** and (if applicable) inventory. Be sure any damage is noted on the bill of lading on the day of delivery.
- Notations made at the time of delivery are not the same as filing a claim. If there is loss or damage, you must file a **written claim** with the mover within ninety (90) days of the move. Be realistic – the longer you wait to file your claim, the more difficulty you will have in substantiating your claim.
- **Keep the damaged article and packing material for inspection.** It will help substantiate your claim. It may be possible to replace pieces, such as glassware or china.
- Be aware of the coverage option you chose at the time of the move, and do not expect the mover to change the coverage "after the fact." **Your signature on the bill of lading will determine your coverage.**
- Your mover is required to acknowledge your claim within 30 days and to pay, decline to pay, or make a firm compromise settlement within 120 days of receipt of the claim. If some situation beyond a mover's control delays action on your claim for a longer time, the mover is required to notify you of the status of the claim at that time and each 30 days thereafter until final action is taken.
- These options apply only to cargo claims. Damage to the residence is separately insured by the moving company.