



Keep in Mind ...

Some of your actions may limit your mover's liability. These include:

- * Packing perishable, dangerous or hazardous items in your household goods without your mover's wisdom or knowledge.
- * Packing your individual boxes. You may consider packing your particular household goods items to reduce your amount, but if the articles you pack are damaged, it may be ambitious to establish your claim against the mover for the moving boxes you pack.
- * Choice of Released Value coverage when your household goods are valued at more than 60 cents per pound per article.
- * Declining to notify your moving company in writing about articles of extraordinary value.

Do not sign a delivery receipt for your household goods if it contains any jargon about releasing or discharging your moving company or agents from liability. By law, you have nine (9) months to file a written claim. Strike out this kind of language or refuse delivery until a proper receipt is provided.

Report loss and damage promptly within a claim. You have nine (9) months following either the date of delivery, or the date on which the shipment should have been delivered, to file a written claim.

It is mandatory Interstate movers to participate in a dispute resolution or arbitration program to address your loss and damage claims. If your moving company does not provide you with information about arbitration program, ask for it – movers are to provide a concise, easy-to-read summary.

Key Terms

- * **Bill of Lading** – The moving contract form for your goods and the record for their transportation.
- * **Extraordinary Value or High Value Article** – An article of large or extraordinary value is any item which value is greater than \$100 per lb.
- * **Hazardous Materials** – Ammunition, explosive gases, incendiary liquids or solids, poisons, corrosives or contaminated substances that is a risk for mover they will not transport and other items are considered hazardous items. Some of these things are acetone, home paint, paint thinners, fluids for lighters, any fuel, propane containers, and automotive repair and auto chemicals.
- * **Intrastate Move** – A move in which goods are transported from one point to another within the same State; no State borders are crossed.
- * **Interstate Move** – A move in which homely items are transported over one State line into to another.
- * **Tariff** – A list of rules, regulations, available services and resulting charges. Every moving company publishes its own tariffs and these must be provided to you upon inquiry or request.
- * **Valuation** – The designated dollar value of your shipment.



protect
Your memories.
money.
move.



Understand your Valuation and Insurance Options

Protecting Your Household Goods: What if Something Is Lost or Damaged?

www.protectyourmove.gov



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

Know your rights and responsibilities.

Protect Your Memories. Your Money. Your Move.

Federal Motor Carrier Safety Administration
1-800-832-5660 • TTY: 1-800-877-8339

www.protectyourmove.gov

Need Moving Company?

There's a lot at on the line in a move. You could spend alot of money. You're memories are an important thing. Your treasured



possessions –furniture, family photos and children's toys are the physical manifestation of these great times. When you move, your personal property (including valuables) is loaded onto a movers truck. And while most

moves are smooth, stuff does happen and some items may get lost or damaged in the process.

Your mover is responsible for value of the goods they are transferring. There are, though, *differing levels of liability*. The degree you decide on will determine the type and amount of restitution you will get if an item is affected. Be wary of the different sorts of protection available and the charges for each option. This brochure will serve as a tool to assist you in making the right choice for you.



The two different levels of liability movers are required to provide are explained below and in *Your Rights and Responsibilities When You Move*, a booklet movers are required by Federal regulations to provide to interstate moving customers. Be sure to read this information carefully and follow the instructions provided to declare a value on your shipment.

What are your options?

Federal law requires all interstate movers must offer two various liability options. This is valuation coverage: (1) *Full Value Protection* and (2) *Released Value*.

(1) Full Value Protection

Under **Full Value Protection**, your mover is liable for the replacement value of lost or damaged goods in your entire shipment. This is the more comprehensive plan available for the protection of

your belongings. Unless you select the alternative level of liability described below – Released Value – your mover will transport your shipment under the Full Value Protection level of liability. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its discretion, offer to do *one (1)* of the following for each item:

- * Repair the damaged item;
- * Replace with a similar item; or
- * Make a cash settlement for the cost of the repair or the current market replacement value.

Under this option, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents.

An article of extraordinary value is any item whose value exceeds \$100 per pound (*i.e., jewelry, silverware, china, furs, antiques, etc.*). Asking your mover for its written explanation of this limitation before your move.

The total cost for Full Value Protection varies by mover and may be subject to various deductible levels of liability that may reduce your cost. Ask your mover for written details of their Full Value Protection plan.



(2) Released Value

The basic move protection available is **Released Value**, since it is offered at no additional charge. However, the protection is minimal. Under this option, the mover assumes liability for *no more than 60 cents per pound per article*. For example, if your mover lost or damaged a 10-pound stereo component valued at \$1,000, you would only receive \$6.00 in compensation (60 cents x 10 pounds).

There is *no additional charge* for Released Value.

However, you *must* sign a specific

statement on the bill of lading or contract agreeing to it. But remember, it compensates you according to the weight of the item, not its actual value. And, if you do not select Released Value, your

Unless you select Released value 60 cent per lb per item, your mover will transport your shipment under Full Value Protection liability.

shipment will automatically be transported at the Full Value Protection level of liability and you will be assessed the applicable charge.

Full Value Coverage and Released Value can not be insurance policies. governed by State insurance laws; instead, they are Federally mandatted tariff quotas of liability set forth under Released Rates Orders of the Surface Transportation of the Unite States Department of Transportation.

Third-Party Move Insurance

If you select **Released Value**, some movers may also offer to sell or obtain for you separate liability insurance. The insurance is not included in the basic move and must be purchased separately by you. This is *not valuation coverage governed by Federal law* – it is optional insurance *regulated by State law*.

If you purchase this coverage, the mover remains liable for the amount up to 60 cents per pound per article; but the rest of the loss is recoverable from the insurance company up to the amount of insurance you purchased. Your moving company is required to issue the policy or other written record of the purchase and provide you with a copy at the time of purchase.

You also can use the option of purchasing

moving insurance from a third-party moving insurance company. Check your homeowner's insurance policy to see if you're already covered by it because this could save you money on buying seprate policy.

If you're moving within your State ...

States may have there own rules and regulations governing moves within the State. Check with Local State, county or consumer affairs agency or State moving association if you're moving to a new location within the same State.