

## **YOUR GUIDE TO MOVING IN WASHINGTON STATE**

When moving within Washington, you have important rights guaranteed by state law and enforced by the Washington Utilities and Transportation Commission (UTC).

This guide is designed to help you be an informed consumer *BEFORE, DURING, and AFTER* your household move.

You will learn how to evaluate and choose a mover, how to compare moving charges and estimates and how to avoid and reduce loss or damage to your property.

### **The most important things you can do to protect yourself are:**

- √ Choose a professional mover with a UTC permit.
- √ Understand your rights and responsibilities.
- √ Get a written, signed estimate, and have it available when you pay the final bill.
- √ Ask for an inventory and check it for accuracy.
- √ Understand and agree with the bill of lading before you sign it.
- √ Have the mover explain his liability for loss and damage.
- √ Be at the destination at the agreed-upon time for delivery.
- √ Check the condition of your property before you sign the bill of lading.
- √ Keep the lines of communication open with your mover at all times.
- √ If you experience problems, contact the UTC at 1-800-562-6150.

## **BEFORE THE MOVE**

### **Select a Mover with a UTC Permit**

Your mover should have a valid UTC permit. Companies handling moves within Washington without a permit are violating state law. A mover with a UTC permit must comply with state safety, insurance and service standards. They also must perform their services at reasonable rates and within a reasonable time. Movers without a permit operate outside the law and may provide little, if any, protection for loss or damage to your belongings.

### **Get Recommendations**

When shopping for a moving company, get recommendations from neighbors, friends and co-workers who have used a mover recently. Ask for and check the company's references. Contact the UTC and the Better Business Bureau to inquire about consumer complaints.

### **Trust Your Instincts**

If a mover makes you feel uncomfortable, go with another company.

### **Compare Costs**

The UTC sets the minimum and maximum rates a mover can charge you for moving services. You may get a copy of these maximum rates, called a tariff, from your mover, the UTC or by visiting the UTC website.

Moving costs are calculated by one of two methods:

- Moves over 35 miles - Rates are based on the weight of your goods and the distance hauled.
- Moves 35 miles or less - Rates are based on the number of workers used; the amount of time it takes to load, move and unload your goods; and the mover's hourly rate for service.

### **Estimates**

Movers are required to provide you with a free written estimate of the probable cost of your move. Verbal estimates are not allowed. The estimate should clearly and accurately describe all charges.

There are two types of estimates:

- A non-binding estimate is an educated guess of what your move would cost based on the mover's survey of your belongings. Your final cost can be more than your non-binding estimate, though in no instance are you required to pay more than 25 percent above the estimate and any supplemental estimate.
- A binding estimate is a written agreement that guarantees the price you pay based on the items to be moved and the services listed on the estimate.

Regardless of which type of estimate you get, you are best served by an accurate one. Show the estimator every single item to be moved, including items in the attic, basement, garage, shed, closets and under beds. Reach a clear understanding about the amount of packing and other services needed.

**Inventory**

The mover is required to make an inventory list of your property. Make sure the list is legible and accurate. If you disagree with the inventory, note it on the list before you sign it. Make sure all notations also appear on the mover's copy. Without an inventory, you could have difficulty proving a claim.

Anything omitted from the estimate but later included in your move will add to the cost. If circumstances change from the time of the estimate resulting in additional costs, the mover must provide a supplemental estimate, and have you sign it, before performing the additional services.

## DURING THE MOVE

### Bill Of Lading

*The bill of lading 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 liability they will assume. Be sure you understand the bill of lading contract, especially the part about the carrier's liability for loss or damage, and get a copy. Movers are required to issue you a bill of lading, so do not hire a mover who does not want to use one.

If there are differences between what is written on your estimate and on your bill of lading, or if you do not understand something, ask the mover to explain it to your satisfaction.

You must sign the bill of lading contract before the truck leaves with your belongings and sign it again as a receipt upon delivery. The driver should also sign the bill of lading as a receipt that your belongings were picked up. If you cannot read the signature, ask the driver to print his/her name below the signature. Do not sign it until you understand it and agree with it.

Be sure you keep your copy of the bill of lading safe and available until your belongings are delivered.

### Loss and Damage

Movers must assume some level of liability for loss or damage to your belongings during your move. Your mover's liability will likely be less than the value of your goods. The mover is not liable for the full value of your property unless you pay an additional charge for that protection.

*"Carrier's liability" and "insurance" is not the same thing, so it is a good idea to see your insurance agent to determine if you need additional coverage. Movers must explain their liability for loss or damage to your property and how you can increase your protection.*

The amount of the mover's liability depends on the level of protection you select. The greater the liability assumed by the mover, the more costly the option is for you. In selecting a liability option, you should consider the following:

- The value of the belongings being moved.
- The susceptibility of those belongings to damage.
- The degree of risk you are willing to accept.
- The cost of the protection.

You may choose from the following four liability options, described in detail on the following page:

- ❖ Basic Value Protection
- ❖ Depreciated Value Protection
- ❖ Replacement Cost Coverage with Deductible
- ❖ Replacement Cost Coverage with No Deductible

## LOSS AND DAMAGE PROTECTION OPTIONS

### **OPTION 1 – Basic Value Protection**

Option 1 provides the minimum level of liability a mover may assume when moving your belongings. The mover's maximum liability for the entire shipment is 60 cents per pound for the total shipment.

**Coverage:** The mover will pay at 60 cents per pound for each lost or damaged article. Example: if a two-pound vase were broken, you would be paid \$1.20.

**Cost:** You do not pay extra for this coverage.

### **OPTION 2 – Depreciated Value Protection**

Option 2 provides full value coverage, less depreciation, up to a maximum of \$2 times the weight of the total shipment.

**Coverage:** The mover will either repair damaged articles to your satisfaction or pay you the replacement value, less depreciation, for lost or damaged articles.

**Cost:** The mover may charge you between 51 cents and 85 cents per \$100 of the weight value of your belongings (the total weight of your belongings multiplied by \$2).

*Note: If you do not select an option, Option 2 will be applied and charged to you.*

### **OPTION 3 – Replacement Cost Coverage, with deductible**

Option 3 provides full coverage, less a \$300 deductible. The mover's maximum liability is your declared value of the belongings, or \$3.50 times the weight of the total shipment, whichever is greater (less the \$300 deductible).

**Coverage:** The mover will repair the damage to your satisfaction, pay you for the lost or damaged articles (less the \$300 deductible), or replace the lost or damaged article for any amount over the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual article.

**Cost:** The mover may charge between 44 cents and 73 cents per \$100 of declared value. Declared value may not be less than \$3.50 per pound of the total shipment weight.

### **OPTION 4 – Replacement Cost Coverage, with no deductible**

Option 4 provides full value replacement coverage for your belongings. The mover's maximum liability is your declared value, or \$3.50 times the weight of the total shipment weight, whichever is greater.

**Coverage:** The mover will repair damage to your satisfaction, reimburse you for the replacement cost, or replace lost or damaged articles.

**Cost:** The mover may charge between 62 cents and \$1.03 per \$100 of your declared value. Declared value may not be less than \$3.50 per pound of the total shipment weight).

**Note: Option 3 and Option 4 do not apply to:**

- *Antiques, fine arts, painting, statuary, and similar articles, that by their inherent nature cannot be replaced with new articles.*
- *Articles whose age or history contributes substantially to their value. This includes, but is not limited to: memorabilia, souvenirs, and collector's items.*

*Instead, you must identify these items separately on the inventory or bill of lading, and the coverage for these items will be Option 2, the depreciated value protection.*

### **Loss and Damage Exceptions**

If the mover decides to reimburse you for, or replace, a lost or damaged item, the item becomes the property of the mover. If one of a matched pair or set of items is lost or damaged, the mover is liable only for the individual item and not the whole set.

Your mover is not liable for the loss of or damage to any article from external cause while being carried or held in storage-in-transit, under the following circumstances:

1. Breakage or other damage for any item packed by you or your representative, unless it can be proven that the damage resulted from negligence by the mover in handling the articles.
2. Change in the condition or flavor of perishable items.
3. Internal damage to electronics such as radios, stereos, VHS players, CD/DVD players and televisions when no visible damage to the external packaging or contents exists.
4. Loss or damage from insects, moths or vermin.
5. Loss or damage to documents, bank bills, notes, currency, money, postage stamps, letters or valuable papers of any kind.
6. Loss or damage to jewelry, watches, precious stones or precious metals.
7. Loss or damage because you included such articles as explosives or other dangerous goods in the shipment.
8. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
9. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
10. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
11. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.

Under no circumstances should you pack the following items with your other belongings. *You should take personal responsibility for moving:*

- Jewelry
- Valuable papers
- Coins
- Money
- Inflammables
- Dangerous articles

### **Moves Over 35 Miles**

Charges for moves over 35 miles are based on weight and distance. To determine the net weight of your shipment, the mover weighs the empty vehicle then reweighs it after loading your belongings into the truck.

At your request, the mover will notify you of the weight and charges as soon as the net weight of your shipment is established. You are entitled to witness the official weighing of the loaded

vehicle if you request to do so. The mover can also re-weigh the shipment before delivery at your request if it is practical to do so. You are responsible for the cost of re-weighing the shipment.

### **Packing, Delivery and Inspection**

*Be there when your goods are packed, loaded, unloaded and unpacked.* If you can not be there, have someone you trust represent you. If you are not there and delivery can not be made because of your absence, your property may be put in storage at your expense (see STORAGE section of this document for more information).

Review the inventory sheets of all items loaded into the truck. Be sure you agree with the company's comments about the condition of the items being moved. You will be asked to sign certain documents. Ask questions if you do not understand the documents or process.

*Check for damage*, particularly to valuable items, while the mover is present. If there is a box or container that will not be unpacked right away, you and the mover should inspect it for signs of damage. Do not sign any delivery papers until you inspect your belongings and check them against the inventory. Record any damages on your copy and the mover's copy of the bill of lading and the inventory form. This will help later if you have to file a claim. If you find damaged goods after the mover has left, keep the items and packing materials as they were in the box, or set aside damaged belongings that were not packed. Call the mover immediately so that a claims representative can inspect them.

If you choose to file a claim, it must be filed with the mover *within nine months* from the date of delivery.

### **Payment of Charges**

Unless you make credit arrangements, you must pay all legal charges for the move before your goods are unloaded.

If charges are more than the written non-binding estimate, the mover must unload and release all of your goods if you pay 110 percent of the amount of the estimate and supplemental estimates. The carrier is required to give you 30 days to pay the balance.

Even if you receive only a non-binding estimate, there is a limit to the amount you are required to pay. UTC rules ensure that in no instance are you required to pay more than 25 percent above the estimate and any supplemental estimate.

## **AFTER THE MOVE**

### **Claims**

All claims for loss or damage must be filed in writing with the mover. Ask the mover for a claim form. Claims must be filed within nine months from the date of delivery. If your shipment is lost, the claim must be filed within nine months of the date upon which delivery should have been made. File your claim as soon as possible while memories are fresh.

Claims must contain sufficient information to identify the property involved. A copy of the original bill of lading must accompany your written claim.

Your mover must acknowledge your written claim within 10 days, and act on it (pay, settle or deny) within 120 days. Be sure to keep the damaged property. The mover has the right to inspect any damaged property before settling a claim.

If the mover will not voluntarily settle a claim to your satisfaction, you may file suit in a court of law. Depending on the amount contested, you may be able to use small claims court. A suit against the mover for loss, damage, overcharge, injury or delay must begin within two years and one day from the date the mover notifies you that it has denied your claim.

While UTC staff can sometimes facilitate negotiations between parties, we cannot require you or the mover to settle loss and damage claims. Still, if after working with the mover you remain unsatisfied with the outcome, you should contact the UTC.

### **Complaints**

If you are not satisfied with the mover's services and have paid all legal charges for your move, the mover must provide you with all of the information and forms necessary to file a complaint.

You should first try to resolve your dispute with the mover. Many disputes can be resolved by asking for a supervisor.

If you are not satisfied with the response from your moving company, contact the UTC Consumer Affairs staff at 1-800-562-6150 or fill out our on-line complaint form at [www.wutc.wa.gov](http://www.wutc.wa.gov).

### **Storage**

If during your move, some or all of your belongings must be stored either temporarily or long term, the following rules will apply based on the type of storage.

#### Storage-in-Vehicle (SIV)

Storage-in-vehicle service is when your belongings are temporarily stored in or on the mover's vehicle instead of being moved into a warehouse. Not all companies offer this option since it ties up their equipment for the storage period. The following rules apply to SIV service:

- Belongings must not be stored for more than 10 days.
- The vehicle must be parked in a safe, secured area and locked at all times.
- The vehicle must be in good condition, not subject to leakage, pilferage or entry by vermin or insects.



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- The mover must continue to accept responsibility for any loss or damage during SIV at the loss and damage protection level selected on the bill of lading.
- The mover will charge for every day your belongings are stored in the vehicle. Your bill of lading must include a notation stating you have requested SIV service and agree to pay the stated rate. Refer to the Household Goods Tariff on the UTC's web page for the latest rate information.

### Warehouse Storage

There are two types of warehouse storage: storage-in-transit (90 days or less) and permanent storage (more than 90 days). Regardless of the type of warehouse storage you authorize, you will be required to pay a fee that includes the rent for the storage space and a charge for moving your belongings in and out of storage. Both the mover and the warehouse must maintain the following information:

- An itemized list of stored belongings.
- The bill of lading number.
- The origin and destination points of your shipment.
- The condition of each item when received at and forwarded from the warehouse.
- The dates when all charges, advances, or payments were made or received.
- The dates when delivered into, and forwarded from, the warehouse.

### Storage-in-Transit (SIT)

SIT is temporary warehouse storage of your belongings for 90 days or less pending a move to the final destination. The storage may be in either a warehouse owned by the mover or in a warehouse the mover has chosen as its agent. Either way, the UTC regulates the moving and storage rates you pay to the mover. The mover will continue to be liable for loss or damage to your belongings while in SIT, at the value protection level you selected on your bill of lading. When your belongings are placed in SIT, the mover may bill you for:

- Transporting your belongings from the origin point to the warehouse.
- Storage for the first 30-day period.
- Warehouse handling.
- Loss and damage protection during the temporary storage.
- Any additional services provided by the mover, such as packing materials, overtime charges, third party billings, etc.

If your belongings are not removed from storage within 90 days, your move is considered completed and the following conditions apply:

- Mover's liability terminates at midnight on the 90th day.
- The warehouse is considered the destination point for your belongings.
- Your stored belongings are subject to the rules, regulations, and charges of the warehouse. You will need to deal directly with the warehouse.
- The mover must bill you for all charges accrued to date.

### Permanent Storage

Permanent storage is warehouse storage for longer than 90 days. In this case, the destination of your move is the warehouse. You will pay the mover for the move and pay the warehouse separately for storage costs. *Permanent storage is not regulated by the UTC.* Review carefully any documents you receive from the warehouse.

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When your belongings are placed in permanent storage, the mover will bill you for:

- Transportation to the warehouse.
- Charges for loss and damage protection during the move to the warehouse.
- Any additional services provided such as packing materials, overtime, third party billings, etc.
- The mover's liability for value protection ends when your belongings enter permanent storage.
- Many warehouses limit their liability on goods in storage to 10 cents per pound per article unless you purchase additional protection. This means the warehouse would pay only \$1 for a 10-pound broken lamp, even if it is worth \$200.

You are not obligated to use the same mover when leaving storage. But whether you use your original mover or a new one, you will have to pay for moving your belongings out of storage and all other charges associated with the move.

### Other Reasons for Storage

The mover may place your belongings into storage at the public warehouse nearest the point of destination if the mover is unable to make delivery because:

- The mover was unable to locate you or your representative at the address given or the correct address.
- You or your representative refused or were unable to accept delivery.
- On a shipment moving under a non-binding estimate, you were unable or refused to pay up to 110 percent of the amount of the original estimate.

The mover's liability ends with delivery to the warehouse and the shipment becomes subject to the warehouse's liability, terms and conditions. The mover must mail or deliver a written notice to your destination address advising that it was unable to make delivery.

The mover may dispose of your goods as it sees fit if:

- You refuse your goods at the destination.
- You fail to receive or claim your goods within 15 days after the mover has mailed a written notice to you at the destination addresses shown on the bill of lading.
- You fail or refuse to pay the lawful charges.