

Moving in OHIO
A Guide to Your Right and Responsibilities under Ohio's
Household Goods Rules
The Public Utilities Commission of Ohio 800-686-PUCO (7826)

INTRODUCTION:

When moving within the state of Ohio, you have important rights guaranteed by state law and enforced by the PUCO. This brochure is designed to provide you with the information necessary to ensure a well-planned and uncomplicated move. In addition, this brochure is designed to help you make a well-informed decision when choosing your next moving company.

DOES THE COMPANY HAVE TO GIVE ME AN ESTIMATE?

All moving companies must provide written estimates that clearly and accurately describe all charges applicable to your move. It is important to show the moving company all items you wish to be moved when it is giving the estimate in order to get the most precise estimate. Once signed by you and the moving company, the estimate becomes the contract between the parties, obligating both to its terms and conditions.

Generally, a moving company has the option of providing you with one of three kinds of estimates:

- Non-binding
- binding or
- guaranteed-not-to-exceed.

The estimate you receive must clearly state which type of estimate is being used. You are encouraged to get as many estimates as you want--you are not obligated until you and the moving company have signed it. Moving companies are required to give you a copy of the signed estimate and keep a copy for themselves.

WHAT TYPES OF ESTIMATES ARE THERE?

A **nonbinding written estimate** may be provided after a visual inspection of your household goods. However, you may waive a visual inspection by personally signing a waiver statement on the estimate. The moving company is allowed to charge a fee for the visual inspection provided that the fee is disclosed to you prior to the visual inspection and the amount of the fee is credited toward the cost of the move if you accept the moving company's estimate.

A **binding written estimate** means that a moving company cannot charge more for the services than amount stated in the estimate.

A **guaranteed-not-to exceed written estimate** specifies the maximum charge to you. You would be responsible for the lesser of the maximum charged specified in the estimate or charges determined by applying the moving company's rates contained in its tariff.

All written estimates, regardless of type, require certain minimum information, including:

Minimum moving company information: moving company's name, address and telephone number; PUCO certified number; the name of estimator; and the date of estimate.

Other information: the shipment's point of origin and destination; your or your representative's phone number at origin and destination; form of payment; pick-up and delivery dates; and the total estimated cost of the move.

Other items the moving company may choose to include are: the total mileage of the move; the total weight of the move; all costs related to storage time; the deposit collected by the moving company upon the shipper's acceptance; the deductible collected by the moving company; and a statement by the moving company reserving the right-to-repair as a first course of action when articles are damaged.

WHEN CAN THE COMPANY GIVE ME AN ORAL ESTIMATE?

The moving company is not required to provide a written estimate when the total moving charges equal \$500 or less. In this case the company will provide you with either a binding, nonbinding, or guarantee-not-to-exceed oral estimate.

The moving company is also not required to provide a written estimate on a move that is to take place within five days from your original contract with the mover. In this case, you will receive a nonbinding oral estimate, and the moving company must prepare a bill of lading containing all terms and conditions including the total estimated cost of the move.

WHAT IF I NEED ADDITIONAL SERVICES NOT INCLUDED IN THE ORIGINAL ESTIMATE?

In the event that your move entails more items or services than in the estimate, the moving company may amend the original estimate to include the additional items in an addendum. An addendum is a supplement to an estimate and must be in writing.

If you are not available to sign the addendum, the moving company must contact you or your representative by telephone and get your approval of the terms. Once signed or notified of the new terms, the addendum is binding upon you and the moving company, and you are contractually bound to pay for the services in it.

If the moving company continues moving you without issuing an agreed upon addendum, the moving company cannot charge you for the additional services.

WHAT IS A BILL OF LADING?

In some cases, a bill of lading will be issued as well as an estimate. A bill of lading, like a receipt, identifies who owns the household goods on the moving company's truck. The terms in the bill of lading must be the same as the estimate. In the event that the two documents contain different terms and conditions, the moving company can only charge for what is in the estimate.

It is also important to know that you may request an inventory of your household goods when the moving company is loading them, but a moving company may charge an additional fee for such service. All estimates and addenda must be attached to the bill of lading while the shipment is en route.

WHAT TYPES OF PROTECTION DO I HAVE AGAINST LOST OR DAMAGED GOODS?

All moving companies are responsible for the value of the goods that they transport. As a result, companies must have cargo insurance in an amount equal to the declared value of your shipment. Moving companies have the option of providing three levels of coverage for your household goods. It is often the case that the higher the coverage, the higher the transportation rate. The three levels of coverage are:

Minimal reimbursement is the minimum amount of coverage. You are only reimbursed \$.60 per pound for anything lost or damaged during the move

Depreciated value allows you to declare the total depreciated value of your shipment. If articles are lost or destroyed, you are reimbursed the depreciated value of your goods that you declared or \$2.25 per pound, whichever is greater. This is the level of coverage you receive if you fail to choose a different option.

Replacement value coverage allows you to declare the total replacement cost of your household goods. If articles are lost or destroyed, you are reimbursed for the replacement value you declared or \$4.00 per pound, whichever is greater.

There will be a statement on the estimate that you will be required to initial, indicating which level of coverage you choose. Some moving companies might choose to offer only depreciated value coverage. If you would like additional coverage you may choose another moving company or ask your insurance agent if your homeowners policy would cover the move. Sometimes, additional insurance coverage can be purchased separately through the moving company's insurance agent.

Other factors that affect your reimbursement rate are deductibles and the moving company's reservation of the right to repair. A moving company may request you to pay a deductible depending upon the level of coverage you choose. The amount of deductible must appear in the estimate or the bill of lading. For a deductible to be effective you must personally initial the following statement, "I choose a deductible of \$ _____ against any reimbursement for lost or damaged goods."

A moving company may also reserve the right to repair any damaged items prior to replacing them regardless of the level of coverage you selected. If the moving company elects to do this, the right to repair language will be included in the estimate or the bill of lading when no written estimate is prepared. Read your estimate or bill of lading closely to see if these provisions are included.

In the case of a nonbinding, binding, or guaranteed-not-to-exceed oral estimate, where you did not choose reimbursement coverage, the moving company must reimburse you for the depreciated value of your goods that are lost or damaged as a result of the move.

HOW ARE MOVING CHARGES DETERMINED?

All moving companies must file a tariff, or price list, with the PUCO that contains a list of all possible charges you can be assessed.

Moving charges may be based on weight, mileage, hourly rates, or other factors. Associated services are incidental to the transportation service being provided, like packing and unpacking, and traveling up and down stairs. These services may significantly increase the total cost of your move.

You are encouraged to read all of the provisions of your estimate carefully to know what services you are getting for your money. You should not assume that something is included in the estimate if it is not written in the estimate.

HOW DO I SET THE MOVING DATES?

If you do not agree to pick-up and delivery dates at the time you accept the estimate, then you may notify the moving company by telephone of the dates. If the moving company cannot make the scheduled delivery time, it must notify you by telephone or in person at its expense, and provide the condition of the shipment, the reason for the delay and when delivery will be made.

Delivery of your shipment cannot be done before the delivery date specified in the estimate or bill of lading. If the moving company wants to deliver your goods 24 hours early and you or your representative have not agreed to early delivery, the moving company will place the shipment in storage for its own account and at its own expense. If this happens, the moving company must notify you immediately and provide you with the location of your shipped goods.

WHEN IS PAYMENT DUE?

If a dispute arises at the time of delivery of payment-on delivery shipment, being transported:

In a **non-binding written estimate**, the company must deliver your goods upon payment of 110% of the estimated charges. After you've paid 110% of the estimated cost, the moving company must allow you an additional 30 days after the date of delivery for payment of any balance due.

In a **binding written estimate**, the company must deliver goods upon payment of the total estimated cost only.

In a **guaranteed-not-to-exceed written estimate**, the company must deliver your goods upon payment of the lesser of the maximum charge specified in the estimate or the charge determined by applying the company's tariff.

In an **oral estimate**, the company must deliver your goods upon payment of an amount not exceeding 110% of the total estimated charges in the bill of lading. Upon your payment of 110% of the total estimated charges, the moving company must allow you an additional 30 days after the date of delivery for payment of any balance due.

In an **oral estimate** that was \$500 or less, you may demand delivery of your goods by paying \$500. The moving company must then deliver your goods. In the event no written estimate was furnished, and one was required, the moving company must relinquish possession of your shipment upon your demand for it.

HOW DO I FILE A CLAIM FOR LOSS OR DAMAGE?

When your goods are delivered you may be asked to sign a statement acknowledging the delivery condition of your goods. The ONLY statement that the moving company is permitted to have you sign is one that indicates that the goods have been received "without visible damage except as noted on the shipping documents."

If you notice that any of your items are damaged, you should file a written claim for loss or damage with your moving company. The moving must acknowledge receipt of your claim, in writing, within 15 days after they receive it. The moving company then must make you a settlement offer, in writing, within 60 days after receipt of the claim. The time you have to file a claim for loss or damage will be in your estimate. That time cannot be less than 60 days. Make sure you understand this part of your estimate before signing and ask your moving company for an explanation of needed.

If an attempt to resolve the dispute with the moving company fails, call:

The PUCO Consumer Hotline
1-800-686-7826 or 1-800-686-1570 (TTY-TDD)

The PUCO will assist you in resolving your complaint through an informal mediation process with the carrier.

If you are unable to reach a resolution with the carrier, nothing precludes you from bringing an action in your local small claims court of other appropriate jurisdiction.