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Moving? Read this first . . .

Be an informed consumer.

If you 're among the thousands of people who will move from one home to another in Oregon this year, this Web page is for you. Take a few minutes to 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.

Problems with interstate moves? Household goods complaints can be reported by calling a toll free hotline 1-888-DOT-SAFT (1-888-368-7238) maintained by the Federal Motor Carrier Safety Administration. Staff is available from 9 a.m. to 9 p.m., Monday through Friday, Eastern Time. Or, visit the <u>National Consumer Complaint Database</u> to file an online Household Goods / Consumer Complaint Form. The U.S. DOT has posted a Web site with answers to many questions related to moving from state to state -- <u>Frequently Asked Questions.</u>

Moving Within Oregon

When the origin and destination of a move are within Oregon, moving company rates and services are regulated by the Oregon Department of Transportation, Motor Carrier Transportation Division (ODOT/MCTD).

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 knowing your rights and obligations and then carefully choosing a licensed, professional mover.

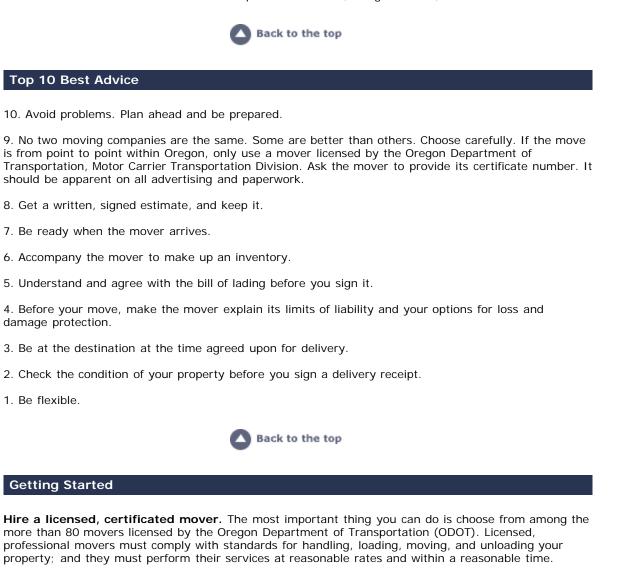
Most problems arise from disagreements about either (1) the estimate of charges or (2) the mover s liability for damaged or lost property.

Regarding estimates of moving charges, it's important to remember an ESTIMATE is not binding. An estimate is only a general idea of what charges will be, under normal conditions, for the service ordered. 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 for damaged or lost property, just remember that the lowest insurance rate offers the least protection for your goods. Carriers offer a variety of options for protecting your property. Be sure you understand them, choose carefully, and file a written claim immediately if anything is lost or damaged.

When the origin and destination of a move are within Oregon, movers are required to give every customer a General Information for Moving Household Goods in Oregon Bulletin, which provides information about moving services. Once the shipment is tendered and accepted, the mover will request that you sign a mandatory receipt to acknowledge that you received the bulletin. Information contained in the bulletin is included on this web page.

Questions? Contact the Motor Carrier Transportation Division, Doug Pierovich, 503-378-6207.



Beware of unlicensed movers. Watch out for businesses that publicly advertise a service packing and loading household goods, and then when you call they also offer to provide a truck. Phone book yellow pages and newspaper classifieds often include ads for pack and load businesses. Oregon law allows a person to offer that kind of service, but it doesn't allow that person to provide the vehicle used in the move. If you choose an unlicensed mover, whether intentionally or unintentionally, there may be little or no protection for loss or damage to your property. ODOT occasionally receives complaints from people who hired unlicensed movers, including complaints that a mover is virtually holding hostage a person's household goods until they pay more money.

For more information, or to check if a mover is licensed in Oregon, call any of the following ODOT Motor Carrier Transportation Division staff:

In Portland: Norm Cooper - 971-673-5895 | Donna Schoonover - 971-673-5894

In Salem: Virgil Shamblin - 503-378-5309 | Doug Pierovich, 503-378-6207

Also, check a list of authorized movers and registered pack and loaders.

Pick a mover with a 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. Then get estimates from the movers that have satisfied customers. You can also call ODOT to inquire about complaints against carriers. If possible, visit a mover's facilities.

Understand what it will cost. Movers charge by the hour for moving household goods within an area of 30 airmiles (local moves). Total moving costs are based on time, number of workers, and vehicles employed on the job, and any carrier-furnished packing material. Ask your carrier representative exactly when the hour charges begin. In some locations hourly charges begin when the movers leave the carrier's terminal/warehouse. In other locations hourly charges begin when the movers arrive at your house.

Charges for moves over 30 airmiles are based on the total shipment weight and the distance of the move, plus any carrier-furnished packing materials and accessorial services. Accessorial services are services provided by the carrier that are in addition to the transportation rates named in the carrier's tariff. For example, the shipper is assessed an accessorial charge when a pick-up or delivery involves carrying things up or down one or more flights of stairs. A charge for making a second pick-up or delivery, called a split pick up or delivery, also incurs an accessorial charge.

All transportation rates and charges are published in carrier tariffs that are available for anyone to see at the mover's office. You can also confirm rates and charges by calling ODOT at 503-378-6207.



Cost Estimates for Moves

Estimates are free of charge and you may obtain more than one estimate in order to compare movers and service, but be sure to tell each estimator the same information in order to compare service and quality of estimates.

Estimates must be in writing. An estimate of charges may only be given after a visual inspection of the goods by the mover. Verbal estimates or telephone estimates are not permitted.

Do NOT select a mover based solely on the lowest estimate because estimates are not binding and may differ from the final cost. Be cautious if you receive a very low estimate as compared to other estimates. All services may not have been included or it may not be accurate.

BINDING ESTIMATES OR GUARANTEES OF ACTUAL CHARGES ARE ILLEGAL ON INTRASTATE TRANSPORTATION OF HOUSEHOLD GOODS IN OREGON. FINAL CHARGES FOR MOVES MUST BE BASED UPON RATES PUBLISHED IN THE MOVER 'S TARIFF AND APPROVED BY ODOT, REGARDLESS OF ANY ESTIMATE GIVEN BY THE MOVER PRIOR TO THE MOVE.

Changes / Additional Service Requires an Addendum Estimate – When a written estimate of cost for service has been given, but additional services (not included on the first estimate) are needed, the mover must prepare an addendum estimate. This means that if you ask for additional materials or service, or an unforeseen circumstance arises, a second estimate must be given to you. An addendum estimate must clearly show any extra estimated costs and you must sign the addendum to authorize the work.

Estimates for Delivery Into Storage

If your shipment will be put into storage, be sure to look at the origin and destination address(es) on the estimate. This will tell you if the estimate is for one-way transportation only (into the warehouse) or for the complete trip to the final destination. If needed, ask for a second estimate of charges for removing your goods from storage and delivering them to the final site. Be sure the estimate includes the warehouse handling and storage charges. Generally, new storage charges are added monthly.

Underestimates for Moves Within Oregon

ODOT rules do not allow movers to underestimate the cost of their service. It is an underestimate if the final charge is higher than 10 percent of the original estimate plus any addendum estimates. Contact ODOT at (503) 378-5987 if you think a mover has given you an underestimate. ODOT will investigate and it may file a formal complaint against a mover for underestimating.

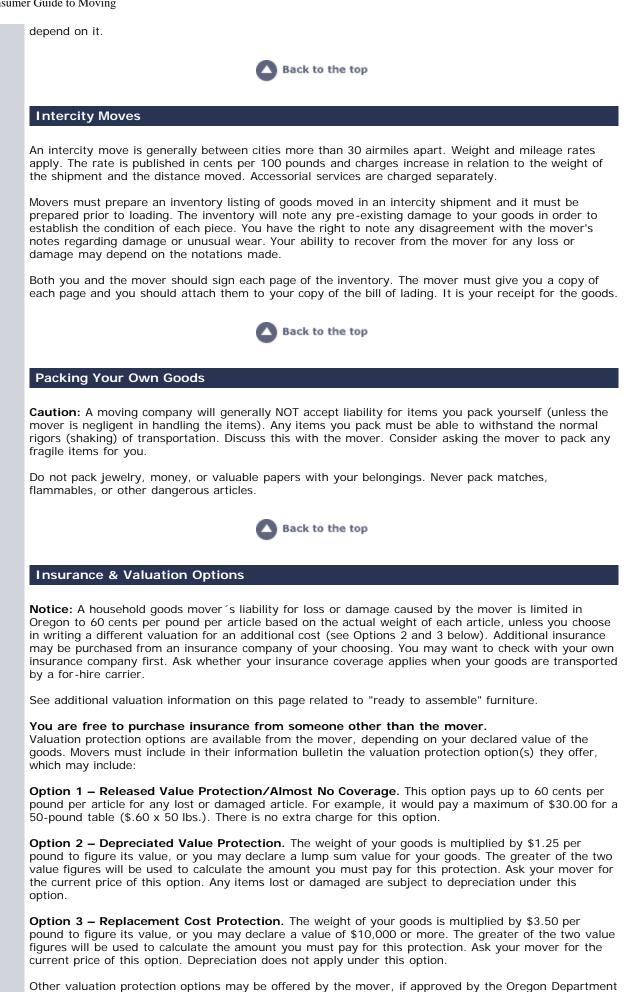
Even if a mover has given you an underestimate, in the end you must still pay the total tariff charges because estimates are not binding. If payment is due upon delivery, the amount that must be paid is the estimated amount, plus any addendum estimated amount, plus 10 percent. The excess amount is the amount above that and you may request deferred payment of that part for 15 days. The 15-day extension does not include Saturdays, Sundays, or holidays.



Hourly-Rated Local Moves

Local moves are generally within an area of 30 airmiles and movers will charge on an hourly basis. Hourly rates depend upon the number of persons needed for the job, the vehicles used, and whether overtime is involved.

Movers are not required to provide an inventory listing of goods moved in local hourly moves. You may want to prepare your own inventory and count the items and boxes as they are loaded and unloaded. Discuss this with the mover in advance because a successful loss or damage claim settlement may



of Transportation.

Additional Valuation Information

Hourly rated shipments are not usually weighed so a lump sum value must be declared if you wish to purchase depreciated value or replacement cost protection.

Be sure the bill of lading indicates the option you have chosen before you sign it.

If NO option is chosen and you sign the bill of lading, the mover will assign depreciated value protection (Option 2, above). You will be required to pay the valuation charge for this protection.

Caution: If the actual value of your goods is higher than the amount you declare on the bill of lading, you may NOT be fully covered. If you are unsure of the value of your goods, check your homeowner's policy or call your insurance agent.



"Ready to Assemble" Furniture

Moving companies have limited liability for damage to "Ready to Assemble" furniture (furniture you assembled or a store assembled for you) whose components are NOT bordered by solid wood, veneer plywood, or metal with structural fasteners that join into one of these materials. This kind of furniture does not stand up to the normal strains of moving and needs to be fully disassembled prior to a move to avoid loose joints, chipping, and breakage. In many cases, the cost of repair can exceed the value of this kind of furniture.

If you've purchased furniture second hand, check to see if it's "Ready to Assemble" furniture by looking for fasteners secured into cam locks or into any material other than solid wood, veneer plywood, or metal. Review your furniture and make sure it's worth moving. If it is, the best way to move it is to disassemble it at origin and reassemble it at your destination. Decide as soon as possible how you will have this done. You have two options:

Your least expensive option is to disassemble the furniture yourself, completely removing and carefully placing all fasteners, pins, cams, handles, wafers, and dowels in a clearly labeled box. Your mover will then move these items at the valuation you choose.

A second option is to arrange to have your mover disassemble and reassemble the furniture for you at additional cost. Your mover may do this, or arrange to hire a 3rd party that specializes in disassembling and reassembling this type of furniture.

If "Ready to Assemble" furniture is moved in its assembled state, it will be moved at your risk and at a maximum liability on the part of the carrier of \$75 per article. If you can present proof of purchase, the maximum liability is 25% of the purchase price or \$75, whichever is greater.



Bills of Lading

Movers are required by law to prepare a bill of lading for every shipment transported. The bill of lading is a contract between you and the mover.

Get a copy of the bill of lading from the driver who loads the shipment before your goods leave the point of origin. It must show the mover's name, address, and telephone number, the address and telephone number furnished by you to which the mover can send messages regarding your shipment, the location to which your goods are moving, the date of loading, the preferred delivery date, and the declared value of your goods.

It is your responsibility to read the bill of lading before you sign it. If you do not agree with something on the bill of lading, do not sign it until you are satisfied that the bill of lading shows what service you want.

The bill of lading requires the mover to provide the service you have requested and requires you to pay the mover the charges for those services. The bill of lading is an important document. Do not lose or misplace your copy. Have it available until your shipment is delivered. Keep it until all charges are paid and all claims, if any, are settled.

Note Regarding Weights: The transportation charge for an intercity move is based on the actual weight of the shipment and distance moved, plus the charge for any accessorial services provided. If

you question the weight reported by a mover, you may request that the shipment be reweighed prior to delivery when scales are available. You may be assessed an extra charge for reweighing.



Loss & Damage Claims

As the mover unloads your household goods, check for missing items and damage to items. If an inventory was prepared, it is your responsibility to check the items delivered against the items listed on the inventory. If an item is missing, or new damage is discovered, discuss it with the driver. Make a record of the missing or damaged goods on the driver's copy and your copy of the bill of lading or inventory.

After the shipment is unloaded, the driver will request that you sign the bill of lading and/or inventory sheets to show that you received the items listed. Do not sign these documents until your notations have been made if any items are missing or damaged. A claim settlement may depend on whether these notations were made by you at the time of delivery. Keep any evidence, such as crushed cartons, until the claim is settled.

Filing a Claim

Should your move result in the loss or damage of your property, you have the right to file a claim with the mover to recover for such loss or damage. Claims must be filed with the moving company in writing within three months from the date of delivery. You should, however, file a claim as soon as possible. Claim forms may be obtained from the mover.

After receipt of your claim, the mover must:

- Acknowledge receipt of your claim by notifying you in writing within 30 days.
- Pay, decline, or offer a firm compromise settlement in writing within 120 days of receipt of your claim.
 Notify you in writing of the reasons for any delay in settling your claim beyond 120 days.

Continue to notify you in writing of the reason for the delay each 60 days thereafter until the claim is settled.

ODOT does NOT have authority to settle claims, but does enforce the time limits for responding to claims. The mover must send a copy of any delayed claim letter to ODOT. Contact ODOT if the mover does not adhere to these time limits. The time limit to file suit against the mover is two years and one day from the date of any claim disallowance received in writing.



Paying the Mover

Be prepared to pay the mover upon delivery of your goods. Unless you've 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 a written estimate (10% higher than the written estimate), you must pay the estimated charge plus ten percent at time of delivery. The ten percent above the estimate charge may be deferred for 15 days. (Note: This is one good reason to get a written estimate – and to keep your copy.) If you pay 110%, the carrier MUST unload and release all your goods.



List of movers

Complete list of authorized movers and registered pack and loaders.

<u>City to City Movers</u> <u>Local Movers</u> <u>Registered Pack & Loaders</u>

For more information, or to check if a mover is licensed in Oregon, call any of the following ODOT Motor Carrier Transportation Division staff:

In Portland: Norm Cooper - 971-673-5895 | Donna Schoonover - 971-673-5894

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Pack & Load Regulation

Fact Sheet

When did pack and load regulation start?

In 2003, Oregon legislators passed a law (Senate Bill 471) to regulate businesses that pack and load household goods. Beginning January 1, 2004, pack and loaders are required to register with the Oregon Department of Transportation (ODOT) and file proof of general liability and property damage insurance. Check a list of pack and loaders currently registered with ODOT.

Who's Affected?

Many businesses offer to pack and load household goods. It's a specialized labor service for those who want to rent a truck and move themselves, but not do all the packing and heavy lifting. Advertisements for pack and loaders appear in the Yellow Pages and Classifieds alongside ads for regular movers.

What's the law?

Oregon law, <u>ORS 825.245 and 825.246</u>, requires that those providing pack or load services, including certificated for-hire household goods movers who also offer this specialized labor service, must register annually, pay an annual fee, and file proof of insurance. Oregon Administrative Rule <u>740-060-0050</u>, requires that they have general liability and property damage insurance with a single limit coverage of at least \$50,000 and aggregate limit coverage of at least \$150,000. They must also have at least \$10,000 coverage against loss or damage to a customer's personal property while in the care, custody, and control of the insured. **NOTE:** The insurance will protect a consumer's property while the pack and load service provider is loading or unloading a truck. The insurance coverage will not, however, provide protection for the consumer's property while the truck is in transit.

Why regulate pack and loaders?

Moving household goods from point to point within Oregon is a regulated service. Only certain companies have ODOT authority to provide the service to the public at approved rates. This ensures that when someone needs a mover, they can pick from a list of qualified businesses that are insured, operate safe trucks, and charge everyone an approved rate.

Until 2004, pack and loaders were exempt from ODOT regulation if they did not directly or indirectly provide the truck used to move the household goods. But some businesses advertising a pack and load service ended up providing the truck and acting like authorized movers anyway. They broke the law enough times to raise the concern of movers, consumer groups, and legislators.

In the past, people had mixed experiences with pack and loaders. Some got their household goods moved safely, no problem. Some got their goods damaged in the move, or the goods were held hostage until they paid exorbitant moving charges. When there was a problem, there was basically no one to help because pack and loaders were not regulated. A few got prosecuted by the Oregon Department of Justice and slapped with court injunctions for unlawful business practices, but only after an expensive and difficult process.

Under regulation, pack and load businesses are required to file proof of insurance. Then it's more likely that consumers can recover damages if they have a problem while the goods are being packed and loaded. Also, ODOT can take civil enforcement actions against businesses that don't register and file proof of insurance.

What fees are involved here?

Pack and loaders pay a one-time \$200 application fee and a fee of \$100 for each calendar year in which they operate. The registration requirements also apply to existing certificated household goods movers who offer this specialized labor service. Anyone who doesn't register is subject to civil penalties of up to \$500 per violation.

All existing authorized full-service movers (1G and 1C Certificates of Authority) pay an annual fee to help cover the cost of regulating pack and loaders. They pay at least \$100, or 0.1% of their annual gross revenue from moving household goods within Oregon. Movers who fail to pay the annual fee are subject to penalties totaling 2% of the fee for each month it 's overdue.

Fees and penalties go into a special Consumer Protection Household Moves Account. ODOT will use the account solely for administration and enforcement of the pack and load regulations.

Questions?

Contact the ODOT Motor Carrier Transportation Division at 503-378-4851



One bad experience

Published in the Oregonian, February 5, 2003

Moving violations article by JULIE TRIPP

A Lake Oswego couple took a trip to the dark side of deregulation last summer and are still struggling to understand how such a nightmare could occur under the noses of federal and state regulators.

They are among a growing list of victims of unregulated rogue movers operating coast-to-coast who advertise their van lines on the Web, charge two to three times what they promise and hold your goods captive until you pay.

And because the federal Interstate Commerce Commission was abolished a few years ago, the rogue companies appear to have been getting away with it.

Sanjay and Deepti Mughal hired Star Van Lines to move their household goods from New Jersey to Oregon last summer before Sanjay began a geriatric fellowship at Oregon Health & Science University. Sanjay and Deepti are medical doctors and natives of India.

Their furniture, clothing, medical books and children's bicycles were picked up June 28. Star Van Lines estimated the cost of the move at \$1,281 and told the family to expect their goods to arrive in Oregon in a couple of weeks.

The family arrived at their Lake Oswego apartment and waited for their belongings.

And waited. And waited.

They e-mailed and telephoned the Florida-based company many times, but they said they received only excuses or promises to deliver their goods that were never fulfilled. Star Van Lines could not be reached for comment, and its attorney did not return a phone call Tuesday.

"All our plans shambled," Sanjay wrote Aug. 1 in a complaint to the state attorney general's office and the Federal Motor Carrier Safety Administration, Oregon Division. The federal agency inherited some duties -- but not the enforcement capability -- of the old Interstate Commerce Commission.

"But we still believed their words, thinking maybe in couple of days more, they would deliver our belongings to us," Sanjay wrote. "But we were again disappointed, because they did not reply to our calls or e-mails.

"We feel frustrated and harassed by their irresponsible behavior. Each one in our family is directly or indirectly suffering because of them."

The family was without clothing, bedding, furniture, utensils, computers and television and had to buy or borrow everything to survive. Sanjay's and Deepti's medical books were on the van, too, and they both had licensing examinations coming up they had to study for and pass.

"They should compensate for mental torture they gave us," Sanjay wrote.

Andrew Eno, administrator of the Salem office of the Federal Motor Carrier Safety Administration, intervened with Star Van Lines on the couple's behalf to try to speed up the delivery but also encountered broken promises, delays and unanswered calls.

The family's belongings finally arrived Sept. 15, two and a half months after they left New Jersey and two months late. The delivery was made by another mover to whom Star had brokered the business.

Eno was there to try -- unsuccessfully -- to talk the movers out of extra charges that had suddenly appeared. The fees purportedly were for, among other things, more truck space and extra packing materials than anticipated. The cost of the move had jumped from \$1,281 to \$2,724. After three hours of trying, the Mughals paid the bill to get their goods.

No recourse Star Van Lines, along with other rogue movers, has not obtained the required federal clearance to be a motor carrier or broker, Eno noted in a report to Oregon's Department of Justice. "This is just one of the problems we found but is indicative of the many other issues surrounding this case."

Nevertheless, the feds don't have the staffing and the state doesn't have the authority or jurisdiction to help the Mughals get their money back or punish rogue movers.

"Unfortunately, it's not an uncommon occurrence," Eno said. There were two other similar cases in the same week the Mughals reported their problem, he said.

Oregon's consumer-protection spokeswoman, Jan Margosian, said her office has received numerous complaints about rogue movers, but the state doesn't have jurisdiction over state-to-state moves.

"We have been trying to get Congress to allow us to go after them" under the state's unfair trade practices act, she said.

Since 1996, the department has received more than 250 complaints about moving companies. A look at the complaints shows a variety, from failure to fulfill contracts to damaging household goods to charging more than agreed on. The complaints are not only limited to the rogue Internet movers, but also mention well-known national-brand movers such as Bekins, Mayflower and Allied Van Lines.

Nearly 6,900 complaints were lodged with the Better Business Bureaus against movers in 2001, up from 5,097 in 1999 and 2,970 in 1996. Federal officials logged an additional 4,000 in 2001. Consumer watchdogs say only one in 10 complaints actually gets logged for the 1.5 million households moved each year.

It's not tough to open a moving company. All it takes is minimal liability insurance and an easily obtained interstate motor carrier permit.

Federal officials, who intend to create a publicly accessible complaint database, report receiving dozens of complaints a week. The primary places for consumers to learn of problem movers are Internet sites created by victims.

Problems with rogue movers have gotten the attention of the FBI, U.S. Postal Service and state and federal regulators, although virtually no action has been taken so far.

One congressman who has been hearing the complaints for years plans to introduce a bill to help. Rep. Thomas E. Petri, R-Wis., chairman of the subcommittee on highways and transit, is working on a bill giving states a more active role in regulating interstate movers.

Law enforcement officials first began seeing the problem companies in the New York metropolitan area, South Florida and California. But as the number of bad movers and their victims began to grow, so did attention from lawmakers and law enforcement in those areas.

The result was the discovery by the movers that, if they conducted business across state lines, the moves fell under federal jurisdiction.

Enforcement lacking Since the Interstate Commerce Commission was disbanded in 1995, minimal federal resources have been allocated to consumer protection for those moving. Using that opening, rogue operators began expanding their operations from regional to national over the past three or four years.

"These folks are in this to rip people off," said David Longo, spokesman for the Federal Motor Carrier Safety Administration.

Despite thousands of complaints, law enforcement response has been muted. A two-year FBI investigation that has yet to deliver an arrest has frustrated consumer advocates. The motor-carrier agency focuses on safety and does not have the staff to police movers.

At one time, the ICC had 50 investigators in its Philadelphia regional office alone. Now, three investigators with the motor-carrier agency scattered around the United States are responsible for looking into complaints nationwide, and they have additional responsibilities.

Problem movers "know how the game works," Longo said.

For online shoppers in particular, differentiating between legitimate movers and the aggressive minority that prey on consumers is difficult. Problem companies operate under a variety of names.

The industry is so contaminated that the U.S. Postal Service decided to exclude movers from the 68 million "Movers Guide" advertising packets distributed each year at the nation 's 38,000 post offices.

"We found out that this industry is pretty much unregulated," said Sue Brennan of the U.S. Postal Service in Washington, D.C.

Mitch Lipka of Knight-Ridder News Service contributed to this report.



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