

# **MM Moving** **in Missouri**

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Motor Carrier Services



Missouri Department of Transportation

## So You're Moving Within Missouri

Picking up and finding a new home is exciting. Once you've found the right place, it's time to gather up and move your possessions. In this brochure, you'll find information to guide you, help you ask questions and choose the best household goods mover when you're moving from one place to another within Missouri. Please note, if your move involves any other state, some items included in this brochure may not apply.

### Do Your Homework

- The most significant thing you will decide when moving is who to trust with all of your worldly possessions. When deciding on a mover,
- Start looking into movers at least 4-6 weeks before the move.
- Make certain the mover is lawfully able to move your property. Verify the mover has authority to transport household goods within Missouri by checking the list of registered movers at [www.modot.org/mcs/HHG](http://www.modot.org/mcs/HHG). If the moving company you chose does not have authority to transport household goods and your property is lost, stolen or damaged, a claim may be difficult.
- Find a reputable mover. Ask your friends, the Better Business Bureau, the Chamber of Commerce, The Missouri Movers Assn. (1-877-328-8804), or the Missouri Attorney General's Consumer Protection Hotline (1-800-392-8222) and review any complaints filed for interstate household goods moves at [www.protectyourmove.gov](http://www.protectyourmove.gov).
- Drive over and check out a mover's facilities.
- Get more than one estimate on the cost of your move. Estimates are free in the State of Missouri. Be careful and don't be lured by a low quote to the point that you miss warning signs.

### Determining the Cost

When getting an estimate, show the mover everything you plan to move and tell the mover every move detail. Moving charges are determined by several factors, including:

- total mileage
- total weight
- packing and unpacking
- flight charges (for moves involving stairs)
- elevator charges
- long carry charges
- storage costs (if applicable)
- cost to shuttle goods with a smaller truck if the road at origin or destination is steep or narrow,
- the number of hours involved, and
- any other special services.

Ask the mover how the company determined your estimate and if there are any additional charges you might expect.

There are two types of estimates: binding and non-binding. Though moving companies are not required to give a binding estimate, it is recommended.

A binding estimate is a contract that is good for 30 days. The mover must charge for the actual cost of the move or the binding estimate, whichever is less. However, if you have unforeseen costs, not covered in the binding estimate, such as extra stair carrying charges, the mover has the right to add these to the estimated costs.

Unlike a binding estimate, a non-binding estimate is NOT a contract or a bid. It is simply a written statement of the estimated cost. It does not guarantee the cost of the move. The actual cost could be much higher.

Neither type of estimate is valid if changes are made to the original estimate, such as date, location, or amount of goods moved. It is your responsibility to notify the mover of these types of changes so that they can write a new estimate. Additionally, if your move changes to include crossing of state lines, the cost could increase significantly.

If the move is based on the weight of your goods, you have the right to view the weighing at no cost. Coordinate with your mover prior to the day of the move. If you ask for a reweigh, it may cost up to \$20.

## What is a Bill of Lading?

A bill of lading is part of your contract with the mover. Movers must issue a bill of lading. Do NOT hire a mover without asking to see a sample of one and reading all of the terms. You should sign the bill of lading before the mover picks up your goods. Although it may not include the final cost on it (because your items have not yet been weighed or the number of hours the shipment will take are not determined), it does list all the mover's responsibilities including services, liability and when and how the company charges for the move. These should all be listed on the backside of the bill of lading document.

## Take Inventory

An inventory is a record of the items that are being moved and the condition they are in at the time of packing. Movers are required by law to offer to you an inventory and must make one if any of the following conditions arise:

1. Your goods will be mixed with another customer's goods on the same truck; or
2. Your goods will go to a warehouse for storage, or
3. Either you or the carrier request an inventory, or
4. The carrier agreed to accept any articles of extraordinary value, or
5. Your contract, the Bill of Lading, requires an inventory.

When an inventory is made, each page should be dated and signed by the carrier's agent and you or your agent at the point of origin of the shipment. You must be given a copy at that time. If the carrier is not required to make an inventory as above, you should make your own.

A good inventory is a list of each item of furniture/appliance and the general contents of each box and every item's condition upon packing. Please note that the mover may not be responsible for damage to items in boxes you pack. List valuable items separately. You are required to notify the mover of valuable items and hazardous materials, and the mover has the right to refuse service of any such item. It is strongly suggested that you move jewelry, sentimental items, medicines, weapons, important papers, heirlooms or other valuables yourself.

## Delivery

Be at the destination site at the agreed upon time of delivery. If you are not, and the delivery cannot be made, the mover has the right to place your goods into storage at your expense.

Usually, payment is due prior to unloading. Please note that movers are not required to accept certain types of payment, so ask ahead of time what your mover will accept.

It is recommended that you open any damaged boxes and boxes with valuable items or breakables in view of your mover. Do so before the job is finished, or the mover can charge you for the wait. Make a very specific note of any damages on the inventory or the delivery receipt before you sign it.

## Handling Loss and Damage

If your goods are lost or damaged, immediately make a claim in writing or electronically to the mover. The mover has 30 days to acknowledge your claim and 90 additional days to offer a settlement. If the claim is not resolvable, you may file suit against the mover in a civil court.

Your claim is largely affected by the type of liability that you choose.

## Liability for Loss and Damage

All moving companies are required to assume some level of liability (called valuation) for your goods if they should be lost or damaged. However, it is up to you to decide the level of valuation to protect your goods. You also have the right to buy insurance through an insurance company or agent.

If the charges for service are based on the weight of the shipment, four types of valuation exist: \$0.60 Per Pound, Basic Depreciated Value, Expanded

## Depreciated Value and Non-Depreciated Value.

If the charges for service are based on an hourly rate, two types of valuation exist: Standard Valuation and Released Value.

To illustrate how each type works, assume that you own a five-year old television with a ten-year life expectancy for which you paid \$1,000 when new. If such an item were damaged in the move, the amount you are compensated depends on the type of valuation:

### Types of Valuation

#### \$ 0.60 Per Pound

This is the most basic level of liability. The mover is required to offer you this level of valuation free of charge. Under this option, the mover pays \$.60 per each pound of the item that has been damaged. EXAMPLE: If your \$1000 television weighs 50 pounds, you would receive \$30

#### Basic Depreciated Value

Under this option, the total liability of your shipment is based on the total weight of the shipment times \$1.25 per pound. For example, a 4,000-lb. shipment would have a \$5,000 maximum liability. You will be charged a flat amount for every \$100 of liability that the mover assumes. Under this option, the claim is settled by the depreciated value of each item up to the total maximum liability of the shipment.

Using the example, because the TV is 5 years old, halfway through its expected life, its depreciated value is \$500 or half of the original cost.

#### Expanded Depreciated Value (Owner Declared Maximum)

If your goods are worth more than \$1.25 per pound, you may declare a specific dollar value of your shipment. This option would allow you to claim more losses/damages if most or all of your shipment is lost or damaged. You will be charged for this service at a flat rate for each \$100 of the mover's liability. Also, your individual claims are settled by their depreciated values.

Using the example, the 5-year old television is valued at \$500 if damaged.

If additional items are damaged and you declared the shipment to be valued at \$10,000, you may pay for a higher shipment value but you would be able to recover more if most or all of your shipment is lost or damaged.

#### Non-Depreciated Value

Under this option the mover is liable for your goods at \$3.50 per pound or at a higher value that you declare. For example, if you have a 4,000-lb. shipment, a mover would be liable up to a maximum amount of \$14,000.

If you feel your goods are worth more than \$14,000, you can declare a higher amount. You are then charged up a flat amount per each \$100 of the mover's liability. If you elect to purchase this type of valuation, articles that are lost and/or damaged will either be repaired, replaced, or you will receive a cash settlement for the item's current market value regardless of the item's age.

Using the example, the mover would repair your television to your satisfaction, replace it with an equivalent, or give you the money it would cost to replace it.

### Standard Valuation

Under this option, for the total loss of any article, the value of the claim is equivalent to the fair market value of the article at the time of the loss. For physical damage to any article, the value of the claim is equivalent to the difference between the fair market value of the article before it sustained the damage, and the fair market value of the article after it was damaged.

Using the example, if the \$1,000 television had a fair market value of \$750 before it was damaged and a fair market value of \$100 after damage, you would receive \$650.

### Released Value

Under this option, the mover releases the shipment to the insurance carrier at a released value not to exceed sixty cents (\$0.60) per pound, per article, multiplied by the actual weight, if known, or the estimated weight of any lost or damaged articles.

If the actual weight of the shipment is unknown at the time of shipment, the carrier must determine the total estimated weight of each lost or damaged article in accordance with the Military/Industry Table of Weights and Depreciation Guide, as adopted by the American Moving and Storage Association.

Using the example, if the \$1,000 television weighed 50 pounds, you would receive \$30.

## Important Terms You May Encounter Along The Way

**Accessorial (Additional) Services** – Services such as packing, appliance servicing, carrying a piano up stairs, or unpacking that you request to be performed (or are necessary because of landlord requirements or other special circumstances). Charges for these services are in addition to the transportation charges.

**Advanced Charges** – Charges performed by a professional, craftsman or other third party, at your request. The charges for these services if paid for by the mover are added to your bill of lading charges. For example, specialized handling of a pool table.

**Agent** – A local moving company authorized to act on behalf of a larger, national company.

**Appliance Service** – preparation of major electrical appliances to make them safe for shipment.

**Bill of Lading** – A contract issued by the carrier of household goods, provided to the shipper before the move, which describes the property that the motor carrier has received for transportation from the shipper, and other details concerning the household goods shipment.

**C.O.D. (Cash on Delivery)** – Payment to the mover upon delivery of your goods.

**Commercial Zone** – unless otherwise increased pursuant to the provisions of subdivision (4) of section 390.041 RSMo, a commercial zone is any municipality within this state together with that territory either within or without the state of Missouri, extending one mile beyond the corporate limits of such municipality and one additional mile for each fifty thousand inhabitants or portion thereof; however, any commercial zone of a city not within a county shall extend eighteen miles beyond that city's corporate limits and shall also extend throughout any first class charter county which adjoins that zone.

**Exclusive Use** – A guarantee that your household goods will be the only ones on the moving truck. The mover can charge an extra fee for this service.

**Expedited Service** – A specific delivery date that you and the mover agree to, whereby the mover can charge for up to 5,000 lbs., even if the actual weight of your goods is less. If the goods are not delivered on the agreed to date, the mover may only charge you for the actual weight.

**Fair Market Value** – The amount of money that a willing buyer would pay, in cash, to a willing seller for the purchase of the article in its present location and condition, when neither party is acting under compulsion.

**Flight Service** – An extra charge for carrying items up or down flights of stairs.

**Linehaul charges** – Charges for the vehicle transportation portion of your move. These charges apply in addition to the additional service charges.

**Long Carry** – An added charge for carrying articles excessive distances between the mover's vehicle and your residence.

**Released Value** –The valuation of the property tendered to the carrier for shipment, when the shipper has released the shipment to the carrier upon an express agreement that the carrier’s maximum liability for loss of or damage shall be limited to the released value of sixty cents (\$0.60) per pound per article, times the actual weight, if known, or the estimated weight of any lost or damaged articles, in pounds.

**Shuttle Service** – Use of a smaller vehicle to provide service to residences that are not accessible to the mover’s normal, larger linehaul equipment.

**Space Reservation** –A guarantee for a specific amount of space on the moving truck. The mover can charge a fee for this service.

**Storage-in-Transit (SIT)** – Temporary warehouse storage of your shipment (for example, if your new home is not ready to occupy). You must specifically request SIT service, which may not exceed a total of six months of storage. You will be responsible for the added charges of SIT service, as well as pickup and delivery charges, which are separate transportation charges for each time your goods are moved between the SIT warehouse and your residence.

**Tariff** – The mover’s required, published list of rules, regulations, rates and charges for the performance of Missouri intrastate moving services. Customers may look at the carrier’s tariff schedules posted at the carrier’s place of business.

**Valuation** – Potential compensation value for items that are damaged or lost.

**Warehouse Handling** – An additional charge applicable each time SIT service is provided. This charge compensates the mover for the physical placement and removal of items within the warehouse.

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