

**IMPORTANT INFORMATION
FOR PERSONS MOVING
HOUSEHOLD GOODS
(within California)**

NOTES FOR PEOPLES MOVES WITH HOUSEHOLD GOODS INSIDE CALIFORNIA

One out of every five Californians moves each year. Now that you have found yourself among this group, you can make your move a positive, exciting experience. The key to a successful move is preparing properly for it.

Our industry is dedicated to making your move a pleasant experience. All regulations included in this booklet are those initiated and published by the California Public Utilities Commission and adhered to by PUC permitted moving companies.

This document has been created by the PUC (California Public Utilities Commission) to convey recommendations and limitations for relocating and explain the regulations of relocation companies in the state of California. The PUC requires this information to be offered without charge by the carriers of household goods to people that plan to move within the state of California. The company that will ultimately carry out your move is required to (1) offer this informational packet the first time you physically come in contact with an employee, (2) mail the booklet to you if the move was scheduled and confirmed via mail/over the phone and no physical (in-person) contact is made before the time of the move, or (3) receive your confirmation that you got it from another source.

Regardless, you are required to sign a statement, indicating that you have the booklet in your possession. If the carrier does not confirm that you have the booklet, They are required to give you a \$100 reimbursement.

INTRODUCTION

This booklet has been created to convey the data needed to make sure you have a simple and well coordinated move.

In this document, the reader will be called "you" or "shipper".

The carrier will be called the "carrier" or the "mover."

The PUC created guidelines that limit how much the moving company can collect for services provided. A copy this and every form/document used by a moving company can be found at either the mover's operations facility. Movers in California must have a lot of documentation for jobs. You need to carefully browse and be sure each document is completely filled out prior to sign. Be sure to retrieve a copy of whatever you are signing.

If you happen to have a dispute about a California move that neither you nor the company can resolve, please contact the nearest PUC office or 1-800-366-4782.

SELECTING A CARRIER/MOVER

Most, if not all, licensed carriers are listed online, in newspapers, telephone directory books, and other advertising. When looking at ads, don't contact companies who do not display a license number, usually written as follows: Cal "T No.". Carriers that do not show this number are most likely unlicensed, or do not hold insurance against damage or loss. You might want to get recommendations before selecting a company. In addition, some real estate agents may be able to assist you, based on the experience of their clients. Once you've collected the titles of moving companies you would like to go with, you may contact the PUC to find out whether the moving companies are bonded and licensed and whether the PUC has given citations or pursued formal legal action against the companies in question. You should also retrieve written estimates and note services and prices of each company to help you choose a carrier.

Make sure you get the full and correct name of the company, licensed PUC no., phone numbers and addresses of the carrier, and give the carrier different methods you may be contacted through until your goods are delivered.

RATE MAXIMUMS

All changes and rates are required to be. Normally, movers don't go over the listed max. prices; in actuality, most movers price their services far below them. However, there might be a case in which a company must get you an estimated cost of total costs at least three days before the move date, note that the cost will be greater than the set maximum rate on the job and get permission to what the price is. If these steps are not honored, the company may not go over maximum rates allowed by the PUC.

PRICES AND ESTIMATIONS OF COST

It would be smart for you to retrieve an estimate from a few companies. Written estimates, on the movers side, are binding. All estimates that you get in writing have to be based off of a physical inspection of the items that must be moved and is required to show a total estimated cost for the services to be performed. A verbal rate quote, or the rate per pound or by hour, isn't an estimate. These are not binding. To prevent issues later on, get any complete cost estimates on paper.

In describing what you want to be done, try to keep everything you say the same as you speak with each company; this will simplify things when it comes time to prepare estimates. Make sure to inform the moving company about all of the items you wish to have moved, any special services you need, and things that may affect delivery and/or pickup (e.g., unpaved road, elevators). It is important to let the movers know about anything in your new home that may change the move. This will allow for a more accurate estimated cost and reduce the chance of confusion later on.

A company's long distance move rates are based on miles (constructive miles), which are miles that account for road and driving conditions. A move is considered long distance if it is a distance of over 100 constructive miles and has to be charged based on miles and weight of shipment. If you are moving less than 100 miles, it is a local move, and rates are usually calculated by the hour. On moves that can be finished in just a few hours, certain companies might not find it necessary to physically inspect and provide

you with a written estimated cost. However, they will give you an estimate of the hourly rates. You should contact multiple carriers and get written estimates of the total cost. In some cases, carriers might charge a flat/minimum rate. For instance, a carrier might charge you a 3 hour minimum, no matter if your move only requires two hours of service.

Similarly, on moves that require a longer distance mover could charge a minimum weight, such as 4,000 pounds. So even if your goods only weigh a collective weight of 2,500 pounds, you might still have to pay for 4,000 pounds.

Companies will usually charge for packing/unpacking services. On moves based on weight, there will likely be an extra charge for stairs and elevators above the first floor (unless in a one-family home). If the carrier cannot park so that the rear of the truck is not within 75 feet from the door in which goods will be taken out of, a "long carry" charge may apply.

If you request items or add services during the move that were not accounted for on the original estimate, you will get a Change Order form from the company either after the pickup or before any service is performed. As expected, you will be charged for these services. Make sure this document is completed before you sign it, and sure to have a copy for yourself. Never sign a blank Change Order form.

The PUC wishes to make sure that you are aware of how much your move will cost ahead of time, and that you don't end up paying more than you should for moving. Before the move can begin, the mover is required to give you information of the maximum cost for the move, known as a "Not to Exceed Price" The carrier is not allowed to request more compensation than that price, unless you request additional things not previously stated in the contract. The "Not to Exceed Price" must be stated on the contract along with any and all minimum prices that could apply, and details about the move. If you've received an estimate, the price stated is the maximum price your move can cost, and must be the same as the "Not To Exceed Price" written on the contract. However, any additional charges that could occur during the move will be added. (see above). If you did not receive an estimate, the maximum price you can pay is composed of (1) the subject of maximum fixed rates, the Not To Exceed Price, plus Change Order charges (if any), or (2) the price calculated in the contract.

REPORTS ON INVENTORY

The list of items you are moving and the condition they are in prior to the move is known as the inventory report. When the mover reaches your location to load the goods, you can request a copy of the inventory for your goods. While usual for moves priced using distance, an inventory report is usually not required for moves by the hour. Just know that you may be charged for an inventory report if you request one for an hourly move, as it takes more time to count and inspect the goods.

While creating the inventory list for your items, the mover will record the condition that each article is in. They will use a code, which will have a key in the upper section of the form. Be sure both the carrier and you find the conditions correct. If you do not agree,

make sure the is noted on the inventory sheet; otherwise, you might have trouble receiving money should anything become damaged or lost.

You should be at the location when the goods arrive. If an article is damaged or not accounted for, alert the carrier and note it on both yours and the carrier's inventory list. Check containers or boxes with fragile/breakable items before the movers leave. When the move is finished, you should sign off on the receipt and inventory. Make sure to record lost or damaged items. Not doing so cannot have any effect on your ability or right to make a claim in the future.

DATES OF PICKUP AND DELIVERY

If the company says they will collect your goods on a specific day or at a pre-determined time, this must be honored. If the specified time or date cannot be honored, the carrier is required to notify you by telephone, email, or fax (at the expense of the carrier), as soon as the issue arises. If the delivery is delayed for any reason, the company must alert you to the change to the previously expected delivery time.

For moves that exceed a weight of 5,000 pounds or must be transported more than 75 miles, you may ask that the mover collect the shipment on a pre-determined date, and you will receive your goods within two days. If the pickup or delivery is not performed within these specified days, then the carrier is required to compensate you \$100 for each day it is late. This will be independent of any other claims you might make.

Claims that are being made for carrier negligence or failure to deliver items on the pre-determined date must be filed as any other item-related claim would.

PREPARING FOR A MOVE, PACKING

You might want conserve money by packing your items yourself; However, be advised that if anything should break, you must show that it was due to the careless handling of your items by the movers, and not a result of your packing. Never pack dangerous or flammable items. You should defrost, empty, and dry your refrigerator one day prior to the move. Keep valuables and important documents in a lock box, safe, or some other place where they will not be damaged or taken. Make sure this box isn't accessible to anyone else before, during, or after the move. It is smart to keep these items on you at all times.

It is your responsibility to disconnect and prepare all appliances for shipment. You must also remove all items from the walls, such as artwork, drapes, shelving, and curtains.

MOVING SERVICE CONTRACT

The contract should show, among other items, a variety of information, including the name(s) of the customer(s) the address of pickup and delivery, the estimated weight of the shipment, the distance it is being shipped, the services being provided alongside the shipping, the estimated price of the move as a whole, the Not to Exceed Price, minimum charges, etc...

The carrier must complete a contract (excluding the Not To Exceed Price), endorse it, and hand it over to you at least three days prior to the move, unless there are other arrangements made to which both you and the carrier agree upon. This time will be for you to ensure that all information is correct, and fix any discrepancies if needed. The Not To Exceed Price must be filled in prior to the start of the move, and you as well as the carrier have to sign it.

WEIGHT OF YOUR ITEMS

When the price of your move is based off of weight, the weight of your shipment will be collected by an accredited weigh master before loading and after loading. You can observe the weighing yourself, or have the carrier bring the charges to your attention as soon as the shipment has been weighed. You should keep paper copies of weight information. If you believe the weight of the shipment is not correct, you can request a reweigh at any time. You will only have to pay for the reweigh if the difference of the two weights is less than 100 pounds.

INSURING YOUR ITEMS

All moves include standard item protection of up to 60 cents for each article. You are able to purchase more protection, however, as much as you feel you need based on the value of your items. If you are not sure of what you need, contact your insurance company.

Actual cash value insurance includes coverage of the full cost of the item, while taking into account its age, condition, and the value you give it. Full value protection typically costs more, as it covers the cost of the item should it need to be replaced. Remember to state items of extreme value. If you do not do this, the company will not be responsible for the value of said items, no matter the level of protection you choose. You may choose protection for your items while they are being stored in transit, at an additional cost. If storage-in-transit is used for the convenience of the driver/carrier, you won't be charged for this additional service. The contract has a section titled "Consumer Protection", in which you have to choose your level of protection. If you do not do this, your goods will fall under automatic protection of up to \$20,000 full cash value. If no value charge is shown on the contract, the rate is \$0 for every \$100 of the value you declare.

Your rate options are as follows:

- A. Basic Coverage: 60 cents per pound/article means you will receive 60 cents x weight of the item that is lost or damaged. This is a small amount of protection and your goods are most likely worth much more. This is included in the price of the move.
- B. Actual Cash Value: ensures full and actual cash-value reimbursement of your lost or damaged item or items, up to the total value you state. The carrier may charge for this type of protection. This will be stated on the contract.
- C. Full Value: ensures recovery at full value of item, or what it would cost to replace the lost or damaged item. You may also be offered a deductible in addition to this type of

protection. All deductibles are your responsibility, except in the event that an item is lost by the mover. The carrier might charge for this type of protection.

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VALUABLE LIABILITY

Objects that have very high values, such as jewels, precious metals, artwork, vases, antiques, etc... should be stated separately and have their own values declared. It's smart not to ship small or fragile valuable items. Keep these items with you at all times, or in a safe place.

CARRIER'S LIABILITY LIMITATIONS

The moving company is not responsible for claims made on the following grounds:

- a. change in flavor or state of perishable items;
- b. lost or damaged items caused by improper packing of the shipper;
- c. defective or already broken articles
- d. gradual deterioration, insects, moths, rodents
- e. electrical or mechanical changes in musical instruments, appliances or electronics, if there isn't present exterior damage.
- f. damage or loss caused by any civil commotions, riots, lockouts, strikes, or the like.
- g. violent or warlike actions.
- h. damage or breakage as a result of usual handling of fragile items, unless packed by the carrier

DEALING WITH DAMAGE OR LOSS

If any articles are damaged or lost, make sure you note this on all applicable shipping documents prior to move completion. If the foreman or driver does not comply, immediately contact the company office. Driver refusal does not constitute the filing of a claim. If you wish to file a claim, you must have a copy of the paid move bill. This means that you are required to pay all applicable transportation charges before filing claim. This is because the process of the claim is separate from the payment for and performance of the shipping service itself. If you do not pay these charges, the company may not fulfill your claim.

FILING A CLAIM

To file a claim you:

1. contact the operations office of the company and describe the damages or losses;
2. list the disputed items;
3. note the amount you wish to claim for each item;
4. provide your move date, carrier order #, and destination(s).

If the claim is for damaged items that were packed, you must save all materials used. This is very critical if you handled the packing yourself, since you must prove that the damages were not a result of your packing. Providing proof of purchase for the items, as

well as estimates of how much it would cost to repair them will drastically speed up the process. Keep all written or electronic communication with the moving company as well. Your claim has to be submitted, in print, within 9 months after the goods have been delivered. The carrier must acknowledge the claim within 30 days, and act on it within 60 days of the filing of your claim. If, for some reason, the claim is delayed, the carrier must notify you within 60 days as well as the PUC, with reason as to why it was delayed, and every 30 days after that until a final action is taken. If the carrier does not respond to your claim in the manner above, contact the PUC as soon as possible. The PUC has no ability or authority to assist either party in determining result for a claim. If both the carrier and you consent, the claim can be submitted to an arbitrator for final action. You may also file a lawsuit in court.

WHAT TO DO IF YOUR NEW RESIDENCE IS NOT READY

If your new residence is not move-in ready, you might want to have your possessions moved into a storage facility until move-in is possible. For a time period of 90 days or less, you can ask for storage-in-transit. Charges will be assessed for this, as well as transportation from your previous residence to the storage facility. If you don't want or ask for Storage-in-Transit, or if the storage exceeds a 90-day period, your goods will be subject to terms, rates, and conditions set by the facility, and not in association with the PUC.

COMPENSATING MOVERS FOR SERVICES PROVIDED

Many companies like to have payment by cash, check, or money order. However, you can arrange for credit options. If the mover accepts compensation by credit card or personal check, make sure this is written on the contract.

A carrier has the right to decline the release of your goods until final and satisfactory payment is made. (The hold does not apply to food, medication/medical devices, items used to treat or assist an individual with a disability, or items used to care for a minor child.) Once you pay all charges, the hold is canceled and the carrier must release all of your goods. If the driver refuses to release the goods after payment has been made, or if there is a charge dispute that neither you or the company can resolve, call the PUC for aid at 1-800-366-4782.