

REMEMBER: You must select your level of valuation before the move begins. Once it starts, the selection cannot be changed. Also, be sure to provide the mover with a list of items you believe to be of extraordinary value (see Articles of Extraordinary Value), or over \$5,000 in individual value.

VII. ARTICLES OF EXTRAORDINARY VALUE

Items of extraordinary value are defined as those having a value greater than \$100 per pound. Such items, e.g., crystal, fur garments, antiques, etc., should be specifically listed in writing for the mover and signed for on the Bill of Lading. If not listed, the mover's liability could be limited to

\$100 per pound per article (based upon the actual article weight) regardless of the valuation you selected. For example, a claim for a broken \$500 collectible weighing one pound could be covered for only \$100. However, if such collectible item is claimed on the inventory list as an item of extraordinary value at \$500, the mover's liability may be up to \$500 if you selected Full Value Protection. Even if you declare items of extraordinary value, the total value of your entire shipment cannot be more than the total value that is established under the type and total amount of valuation protection you select. Keep a copy for your records of the inventory list you provide to your mover. It is highly recommended that you transport certain valuable items yourself, such as jewelry, stamp and coin collections, cash, guns, legal and medical documents, tax records, genealogy research, and other such irreplaceable items.

While preparing this list, customers may realize that they have undervalued their shipment by simply accepting the minimum required coverage. If everything in the vehicle is destroyed, are you prepared to accept a check for the value of the shipment shown on the estimate? If not, ask the moving company or the Public Staff about declaring an increased valuation amount. (cost-based)

VIII. LOSS OR DAMAGE

If you have lost or damaged items, contact your mover for a claim form. Claims will not be processed until you pay for the move in full. CLAIMS SHOULD BE FILED WITH THE MOVER AS SOON AS POSSIBLE, BUT NO LATER THAN NINE MONTHS AFTER DELIVERY. DO NOT DISPOSE OF ANY DAMAGED ITEMS OR THE PACKING MATERIALS USED FOR THOSE ITEMS SINCE THEY WILL BE NEEDED FOR PROOF OF DAMAGE.

On the claim form, list all damaged and lost items, including the age, original cost, and weight as well as a description of the damage. The mover may request estimates or may send a third party to assess the damages. All claims will be settled based upon the type of valuation you selected on the Bill of Lading (see Valuation section above). If you are unable to resolve your claim with the mover, the Public Staff's Transportation Rates Division (919-733-7766) is available to assist you.

If the mover denies liability for all or part of your claim, you may seek legal action against the mover. However, such action must be taken within two years and one day from the date when written notice was given by the mover to you that your claim has been denied. Items believed to be stolen should be reported to proper law enforcement authorities immediately.

IX. PARTICLE BOARD FURNITURE

North Carolina is one of four states in the nation that acknowledges the unique characteristics of ready-to-assemble furniture made from press board, particle board, or other similar engineered materials. These items are shipped unassembled from the manufacturer for assembly by the customer or the retail store. Most of this furniture is not designed with extra structural pieces to adequately brace the unit for movement out of or into a residence and may not withstand the normal vehicle vibration. Assembly instructions frequently suggest that the connecting pieces (often dowels) be glued in place. While the gluing does not significantly

improve the structural integrity of the piece, it makes disassembly impossible without creating substantial, irreparable damage. You need to be aware that the mover's maximum liability on such furniture is 60¢ per pound per article or \$50 per article, whichever is greater, regardless of the valuation you select.

X. PACKING DAY

You should accompany the crew leader on a visual inspection of your home and provide any special instructions. Point out items not to be packed, items valued over \$5,000 or \$100 per pound, fragile items, items that need to arrive first, and items that need servicing (washers/dryers).

You may choose to pack some or all boxes yourself. However, movers are not liable for any damages to items you pack unless there is external damage to the box and an inspection is done at delivery. If a box you pack is lost and listed on an inventory sheet, the mover may be liable. You will be charged for packing materials used or provided by the mover.

Once packing is completed, you and the crew leader should conduct another visual inspection of your home to make sure all required items have been packed. Check closets, attics, basements, cabinets, detached buildings, and other areas of the property to ensure that nothing has been missed. Make sure all boxes are properly marked with room placement and general contents to help inform the crew where the boxes should be delivered within your new residence.

XI. LOADING DAY

Either you or your representative should be present at the time of loading and unloading. The mover might need to perform a detailed inventory of some or all items. If so, review the inventory sheets to make sure you agree with the mover's assessment of the condition of your items.

Once loading is complete, walk through the house with crew to make sure all items are on the vehicle. Check closets, attics, cabinets, detached buildings, and other areas to ensure that nothing has been missed.

You are responsible for preparing your appliances for shipment. Alternatively, your appliances may be serviced (disconnected and prepared for shipment) by a third-party company or the moving company for an additional charge. Furniture pads, covers, and other standard protective materials which are part of the mover's regular equipment are included in the transportation rates.

MAKE SURE YOUR MOVER HAS YOUR CORRECT DESTINATION ADDRESS, DETAILED DIRECTIONS TO FIND YOUR NEW RESIDENCE, AND CONTACT INFORMATION INCLUDING NAMES AND PHONE NUMBERS. IF NEEDED, DESIGNATE A CONSIGNEE TO ACT ON YOUR BEHALF IN RECEIVING THE SHIPMENT.

XII. DELIVERY DAY

You should walk through the new residence with the driver to determine the best way to unload and place your possessions. The crew will assemble all items that they disassembled at origin. They will not assemble items disassembled by others. Appliances will be serviced by the same party that serviced them at origin. Remember, servicing appliances may result in additional charges. You may request that boxes packed by the mover be unpacked at delivery at no additional charge. If you want the crew to unpack, be sure to let the mover know before moving day, so the scheduler can allow enough time for that service. The crew does not put items in cabinets, drawers, etc., although they will hang clothes in closets. The packing materials will be removed from the premises on the delivery day. If the crew has to return another day to unpack and/or remove the packing materials, additional charges may apply.

After the delivery is completed, you should walk through the rooms with the

driver to conduct a final inspection. IF YOU DISCOVER DAMAGES, DO NOT DISPOSE OF ANY DAMAGED ITEMS OR THE PACKING MATERIALS USED FOR THOSE ITEMS SINCE THEY WILL BE NEEDED FOR PROOF OF DAMAGE.

Make sure the Bill of Lading is properly completed showing a detailed list of all services and charges. Once you agree with all the services and charges listed on the Bill of Lading, sign all required paperwork. DO NOT SIGN ANY BLANK FORMS. You may note on the Bill of Lading, or the inventory sheet any damages discovered; however, a damage claim form is still required. Be sure to get a copy of the Bill of Lading and the inventory (if one was performed).

XIII. STORAGE OPTIONS

STORAGE-IN-TRANSIT (180 days or less): Short-term storage in a mover's warehouse for a period not to exceed 180 days is called "storage-in-transit" (SIT). However, not all movers offer this service. For SIT, the rates, rules, and regulations of the Commission apply. SIT rates are entirely based upon the weight of the shipment, with its own rates. Usually, the mover will require payment of the charges already incurred plus the first month's storage at the time of delivery into storage. Charges are calculated in 30-day increments and may be prorated. Sometimes customers cannot take delivery of their possessions within a 180-day period. If that happens, the shipment changes from "storage-in-transit" to "permanent storage." BE SURE OF THE WAREHOUSE LOCATION WHERE YOUR GOODS ARE STORED. YOU MAY WANT TO REQUEST WRITTEN VERIFICATION THAT THE MOVER HAS ADEQUATE INSURANCE COVERAGE WHILE SHIPMENT IS IN STORAGE.

CUSTOMER-CONTROLLED STORAGE: In situations where shipments are delivered to a self-storage facility under the customer's control, please understand that the mover's liability ends once the items are in the storage unit. Therefore, you should be present at the time of delivery to check for damage to your items. Damages discovered after the moving crew leaves can be denied. You should also be present at the delivery to provide substitute padding or other protection for your furniture or unboxed items while they are in storage. Since the mover transported your items using the mover's pads, the crew will take these pads with them when they leave. The rates for this type of storage are not under Commission jurisdiction.

PERMANENT STORAGE (More than 180 days): Permanent storage is storage for more than 180 days, and these storage charges are not under the Commission's jurisdiction. Sometimes the customer knows in advance that storage is needed for longer than 180 days and will contract for permanent storage. Under such circumstances, the shipment is considered "delivered" when it arrives at the storage facility which is its destination. The transport of such shipment in and out of permanent storage is conducted under separate moving contracts subject to the rates, rules, and regulations of the Commission if the move is intrastate.

XIV. HAVE A GREAT MOVE!

We hope this information will be helpful to you in your selection of a Commission-certificated mover and in understanding the various aspects of the move you are about to experience. Yes, moving is stressful. However, the more educated you are about the moving industry and your rights and responsibilities, the more likely your move will go as smoothly as possible.

This information was developed as a coordinated effort by the North Carolina Utilities Commission, the Public Staff of the Commission, and the North Carolina Movers Association. Let us know if you have any questions or suggestions about improvements to this document by calling the Public Staff's Transportation Rates Division at 919-733-7766. We are always interested in learning ways to help our citizens!



MOVING 101

A NORTH CAROLINA CONSUMER'S GUIDE

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I. INTRODUCTION

If you pay someone to perform a move in North Carolina, whether the move is across town or across the state, the move is probably regulated by the North Carolina Utilities Commission (Commission). Intrastate household goods movers operating in North Carolina must have a certificate (“C” number) issued by the Commission. Such certificated movers are required to have insurance, to meet other consumer protection requirements, and to comply with the provisions of the Maximum Rate Tariff (MRT).

[Note: Interstate and international shipments, government/military moves, commercial office/ equipment moves, and furniture/retail deliveries are not under the Commission's jurisdiction.]

The Commission issued the MRT to establish the maximum rates movers may charge their customers for the services they render. The tariff also provides the forms which must be used and the information which must be given to each customer, as well as the rules and regulations governing these moves. The MRT is available on the Commission's website at NC MRT. If you have difficulty accessing the MRT online, you may contact the Commission (919-733-4036) or Public Staff (919-733-7766) to discuss the MRT provisions.

BE SMART! HIRE A COMMISSION-CERTIFICATED MOVER.

Minimize the risk of moving-day delays, damages, inflated charges, or loss of your possessions by hiring a legal (certificated) mover. A list of legal movers in North Carolina is available on the Commission's website at CERTIFIED CARRIERS. The list is updated monthly. Subsequently cancelled or suspended certificates, as well as newly issued certificates, will not be reflected in the list until the next update. If you have difficulty accessing the list online or want to check a mover's current status, you may contact the Commission (919-733-4036) or the Public Staff (919-733-7766).

Movers, if authorized by Commission, may use electronic bill of lading. If the electronic bill of lading is selected by the shipper, they should receive a pending BOL with initial pre-move signatures and the final bill by email. If there is a discrepancy between the emailed bill of lading and the actual charges, the shipper should contact the mover. The consumer does reserve the right to opt out of electronic bill of lading and use the Commission-approved paper bill of lading instead.

The Commission requires movers to carry a minimum amount of \$50,000 for general liability insurance and a minimum amount of \$50,000 for cargo insurance. If you believe that your shipment has a value greater than the \$50,000 minimum amount of insurance coverage required by the Commission, you may want to request written verification of additional coverage from your mover to ensure your shipment will be adequately covered.

The Maximum Rate Tariff establishes “maximum” rates a mover can charge; though you and the mover could negotiate moving rates that are lower than the established maximum rates.

Sometimes customers encounter movers who do not have a certificate from the Commission. Such uncertificated movers may not realize that intrastate household goods moving is a regulated activity. Please let Public Staff know if you encounter someone offering intrastate household goods moving services who is not on the Commission's list: 919-733-7766.

II. HOW MOVERS CHARGE FOR MOVES WITHIN NC

MOVES OF 35 MILES OR LESS (HOURLY RATES): Moves of 50 miles or less are billed at hourly rates based upon the number of workers/vehicles and the time it takes to perform the move. The regulations define the maximum rates that movers may charge, which allows movers and their customers to negotiate the rates to be used. The “clock” starts when the mover arrives at your home, and it stops when all the services at the destination have been

completed. A travel time charge may be assessed for traveling to your current home and from your new home. Time will be rounded up to the nearest quarter hour.

MOVES OF 51 MILES OR MORE (WEIGHT/DISTANCE RATES): Moves greater than 51 miles are billed based on the weight of the shipment and the distance between origin and destination. That distance is calculated by movers using any reputable online mapping service or, in some instances, special Commission-approved mileage software.

The regulations define the maximum rates that movers may charge, which allows movers and their customers to negotiate the rates to be used up to the maximum. The mover will weigh the vehicle prior to loading your household goods (tare weight) with a full gas tank and all the supplies to be used for your move. After the vehicle has been loaded, the mover will weigh the vehicle again (gross weight). The weight of the shipment (net weight) is determined by subtracting the tare weight from the gross weight. All weights will be shown on the Bill of Lading. However, if no adequate scale is available, a “constructive weight” (7 pounds per cubic foot of properly loaded vehicle space) may be used to determine the weight of your shipment.

If it seems necessary, you may request your shipment be reweighed prior to delivery. Reweighing will be done only when practical to do so. An additional charge could apply for the re-weigh.

EXTRA SERVICES: Movers typically perform services other than simply transporting your possessions. The following are examples of services which may add to the cost of the move:

- Packing/unpacking.
- Disconnecting/reconnecting appliances (washer, dryer, ice maker, etc.).
- Loading or unloading bulky articles (motorcycles, sheds, cars, hot tubs, pianos, pool tables, freezers, etc.); or transporting boats and their trailers.
- Using stairs, elevators, or shuttle services between vehicle and residence, when needed.
- Carrying items long distances or going into hard-to-reach spaces (attics, basements, etc.) All charges may apply to weight/distance moves; some may apply to hourly moves.

Movers may hire a third party to perform certain services, and those charges will be added to the cost of the move.

REMEMBER TO BE ON TIME OR YOU MAY PAY ADDITIONAL CHARGES.

EXPEDITED DELIVERY SERVICE: Most customers expect delivery within the next day or so after their goods are loaded. However, sometimes movers cannot deliver that quickly, particularly on smaller loads. If you request it, delivery can occur on or before a specific day. This earlier-than-normal delivery is called “expedited service” and is subject to the availability of the trucks. The rates that apply will be higher than you would normally pay and are based upon the number of miles involved in your move and the weight of your goods. If you agree to pay the extra charges for expedited service, you must sign at a certain section on the Bill of Lading acknowledging that you understand the shipment is moving under the provisions of expedited service which is more expensive than standard delivery service.

III. HOW MOVERS GIVE COST ESTIMATES OR QUOTES

PHONE QUOTES: When you call a mover, he/she may give you a quote over the phone. Movers vary in their ability to provide good phone quotes. Some are better than others. As with any type of quote, the more accurate the information you provide to the mover, the more accurate quote you are likely to get.

INTERNET QUOTES: BE CAREFUL! The Internet is a valuable tool for investigating movers and comparing average moving costs. However, you should not commit to using a mover found this way without acquiring a lot more information. You need to know where the mover is physically located, in case you later discover loss or damages and are unsuccessful in reaching the mover by telephone. Also, the website may actually be for a moving services broker, who arranges for a moving company to perform the move. As a result, somebody you have never heard of or researched, such as an uncertificated mover, may show up in a rental truck with a crew having a questionable reputation and an unprofessional attitude.

Additionally, you may want to include MovingScam.com in your research of moving companies. (www.movingscam.com) specializes in warning customers about moving companies. To verify that a mover is properly certificated to perform intrastate moves in NC, you can check the Commission website at **CERTIFIED CARRIERS** or call its offices or those of the Public Staff. **PLEASE PROCEED CAUTIOUSLY WHEN BOOKING A MOVE OVER THE INTERNET.**

IV. THREE TYPES OF WRITTEN ESTIMATES

GETTING A WRITTEN ESTIMATE: If you request it, a mover is required to give a free written estimate on a Commission-approved form. Most movers will not provide a written estimate unless they see the items to be moved. Make sure you understand how the estimate is calculated. It is a good idea to get written estimates from several moving companies and compare them to make your selection. Be sure to give all of them the same information. After the estimate is provided, you might want to ask for suggestions on how you could reduce the costs. The estimator can usually offer helpful hints. A mover is not required to provide a written estimate if the estimate is requested within five business days of the move or if the shipment weight is less than 1000 pounds.

Non-Binding: A nonbinding written estimate shows the approximate charges for the services to be provided. At the time of delivery, the mover will expect payment for the actual charges. The actual charges cannot exceed 120% from the charges shown on the written estimate, unless an addendum to that written estimate was issued and signed prior to the start of the move or additional service request.

Binding Guaranteed: A binding guaranteed written estimate is fully binding on both you and the mover. If additional services are performed by the mover at your request, which are not covered in the written estimate, additional charges may apply, and you will be expected to sign an Addendum to the written estimate acknowledging such changes. At the time of delivery, the mover will expect payment of the written estimate, plus any charges for additional services. If services covered in the written estimate are no longer required, a properly completed Addendum will acknowledge the removal of the charges for those services from the written estimate.

ADDENDUM TO A WRITTEN ESTIMATE: Sometimes circumstances change after a written estimate has been given. For example, you agree to sell all the furniture in your second bedroom to a neighbor rather than move it, or the friend who planned to buy your hot tub changed his mind and you now need to move it. If these types of changes occur when you have a written estimate, an Addendum to the Estimated Cost of Services (Addendum) form needs to be completed to retain the integrity of the written estimate. If you request services not covered by the written estimate and you do not sign the Addendum, the carrier may refuse to perform the requested services.

V. HOW TO PAY FOR THE MOVE

FULL-PAYMENT IS EXPECTED BY TIME OF DELIVERY: Most movers only accept cash, certified check, money order, or travelers check for payment

at the time of delivery; they might not accept a personal check. Many movers do have the ability to process credit or debit cards, though they may bill the processing fees for each payment transaction. Prior to your move, make sure you understand the form of payment which will be acceptable to your mover.

VI. TWO TYPES OF VALUATION

STORAGE-IN-TRANSIT (180 days or less): Customers often ask, “What kind of insurance do you have in case something is lost or damaged?” While the Commission requires movers to carry a minimum of \$50,000 for general liability insurance and a minimum of \$50,000 for cargo insurance, the settlement of your claim is defined by the **valuation** you select. Valuation establishes the total value of your shipment in case of catastrophic loss and governs the method for the mover to resolve a claim for loss of or damage to individual items. The type of valuation will cover the entire shipment; you cannot select one type for part of the shipment and another one for select pieces. ***If the amount of protection desired exceeds the \$50,000 minimum required by the Commission, you may request written verification of additional coverage from your mover to ensure that your shipment will be adequately covered.*** You must explicitly indicate your choice on the Bill of Lading. ***If the carrier fails to provide an opportunity to select one of the available valuation options, the shipment will be considered released at Full Value Protection, at no additional cost to the shipper.***

There are ***two*** types of valuation available for weight/distance or hourly-rated moves. Hourly-rated shipments are not weighed. If you decide to purchase full value protection for an hourly-rated move, the mover will estimate your shipment weight to calculate its value.

Full Value Protection - \$1 or \$1.25 per \$100 of Value:

Depending on the number of required vehicles, the minimum coverage value of the shipment will be either \$5.00 times shipment weight with a cost of \$1 per \$100 of coverage or \$6.00 times shipment weight with a cost of \$1.25 per \$100 of coverage. However, you have the right to declare that your shipment has a greater value and pay for that increased protection. If items are lost, the mover will have the options of replacing them with articles of like kind and quality or paying the replacement cost as determined by current replacement value. If items are damaged, the mover will have the same options, plus the additional options of repairing the items or paying the repair cost. All damaged items that are either replaced or reimbursed at full-market value become the property of the mover. Under this type of valuation, if the weight of a shipment is 8,000 pounds in a single vehicle, then the total value of the entire shipment is established to be \$40,000 and the charge for that level of protection would be \$400. However, if you decided that your shipment has a greater value of \$60,000 rather than the minimum of \$40,000, you could establish your shipment value at \$60,000 and the charge for that level of protection would be \$600.

Basic Value Protection - No Charge:

This lower level of value protection is provided at no additional cost. However, it only provides minimal protection that is considerably less than the average value of household goods. The mover's maximum liability will be 60¢ per pound based upon the weight of any lost or damaged items, regardless of its actual value. For example, damage to your refrigerator weighing 400 pounds would result in a maximum claim settlement of \$240. Basic Value Protection provides minimal protection, and it is possible that settlement of any claim under this level of valuation will not be satisfactory to you. Under this type of valuation, if the weight of your shipment is 8,000 pounds, then the total value of your entire shipment is established to be \$4,800.