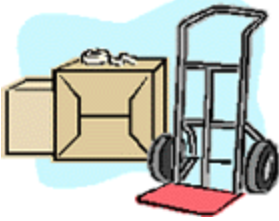


## MOVING IN OKLAHOMA



This booklet is designed to assist you, the prospective shipper, in making wise decisions when hiring a moving company (otherwise known as a household goods carrier) to move your possessions.

All companies that offer services to move household goods from one location in Oklahoma to another location in Oklahoma (even if the movements are inside city limits) are required to hold active certificates from the Oklahoma Corporation Commission (OCC). Movements of household goods across state lines are regulated by the Federal Motor Carrier Safety Administration.

You may contact the OCC at (405) 521-2251 or access the OCC's website at [www.occeweb.com](http://www.occeweb.com) for a list of household goods carriers that hold an active intrastate certificate from the OCC, for a copy of the rules regulating intrastate household goods carriers, and for more information on other types of transportation operations and services regulated by the OCC.

### Understand the Terms and Conditions of the Contract

The OCC enforces state statutes pertaining to the intrastate shipments of household goods as found in the Household Goods Act of 2009 (47 O.S. § 161A) and its rules found in OAC 165:30. The OCC cannot enforce a private contractual agreement between you and the household goods carrier. It is of utmost importance for you, the shipper, to understand the terms and conditions of the contract (usually known as a bill of lading).

#### Written Estimate Required

You should consider requesting an estimate from more than one household goods carrier holding a certificate from the OCC, and checking with the Better Business Bureau in your area regarding your prospective household goods carrier. Household goods carriers offer a wide variety of services. When comparing estimates, be sure to consider the charges based upon the services offered by each household carrier.

The intrastate household goods carrier must provide a written estimate to you. The written estimate may be binding or non-binding. A binding estimate guarantees the total cost of the transportation based upon the quantities and services shown on the estimate. A non-binding estimate estimates the total cost of the transportation and may be based upon weight, volume, time, and other accessorial services requested by the shipper. Both estimates allow for additional charges to be assessed. Typically, these additional charges must be placed in writing and signed by both parties.

### Valuation – Released Rate or Full Value

You must choose which level of liability the household goods carrier will be responsible for while transporting your goods in the case of loss or damage. The household goods carrier may not charge you an additional charge if you choose the released value for your shipment.

**Released Value** means you've agreed to reduce the household goods carrier's liability to replace, repair, or settle in cash any article in the amount of 60 cents per pound of the weight of that article. This means if the household goods carrier breaks your television set and you selected a released value for your shipment, the household goods carrier is only liable for 60 cents a pound times the weight of your television set (.60 x 150 pounds = \$90.00).

If you choose **Full Value** protection, the household goods carrier will charge an extra amount and that extra amount must be disclosed in the estimate. Full value protection requires the carrier, at its option, to repair the article; pay you for the cost of the repair; replace the article with an article of like kind and quality; or, pay you for the cost of the article replacement. When you select the full value protection, you must declare the maximum value of your shipment for which the household goods carrier will be responsible. You must also declare any articles that exceed a value of \$100 per pound.

The level of the carrier's liability as set forth on the bill of lading is not insurance; it is an agreement between you, the shipper, and the household goods carrier. Some of your actions, such as packing your own articles to reduce your costs or packing perishable articles or hazardous materials, could also limit the household goods carrier's liability.



## Final Charges

If your household goods carrier provides you with any partially complete document for your signature, you should verify the document is as complete as possible before signing it. Make sure the document contains all relevant shipping information, especially as it pertains to how the final charges will be calculated.

Be sure you receive a written copy of the inventory list after your household goods are loaded and that you agree with its description of your household goods' condition.

An inventory list may not be applicable if your mover is estimating/billing your move based upon hourly charges.

Please be sure to understand what your final charges will be at the time of delivery and the type of payments accepted by the household goods carrier. While the household goods carrier is required to release your shipment upon payment of 110% of the estimated or agreed upon charges, there may be additional charges still due after the release of the shipment.

Agree upon your pick-up and delivery dates and locations. Understand any charges that will be incurred if your goods are stored while in transit.

## Loss and Damage Claims

Inspect your goods upon delivery. Ensure any visible damage is noted on the delivery receipt or bill of lading.

Generally, you must resolve your own loss and damage disputes with your household goods carrier. You enter into a contractual arrangement with your carrier and are bound by each of the following terms and conditions:

- 1) The terms and conditions you negotiated before your move
- 2) The terms and conditions you accepted when you signed the bill of lading
- 3) The terms and conditions you accepted when you signed for the delivery of your goods.

If you have lost or damaged goods, you must file a written claim with the household goods carrier within 9 months of delivery. Only 15 days are allowed to claim concealed damage. Be sure to review the Commission's Loss, Damage and Concealed Claims rule for additional information.

While household goods carriers are required to follow Corporation Commission rules, they have some flexibility in how they offer their services. Not all shippers want the same service; not all movers provide the same services. Be sure you understand your options and your rights before you sign a contract.

## Notes

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