Important Information
for when you move

This pamphlet includes:

- **Your Rights and Responsibilities When You Move**
  Furnished by Atlas Van Lines, Inc. as required by Federal Law
- **Ready to Move? Tips for a Successful Interstate Move**
- **Atlas Van Lines Dispute Settlement Program**
- **Valuation Options: What's Right for You?**
- **High Value Inventory Form**
- **Terms and Conditions of the Bill of Lading**

Atlas®

go new places.®

Contents

Listed below are the documents included in this booklet detailing vital information about your move.
Please review these documents so you are able to make informed decisions about your move.

Your Rights and Responsibilities When You Move (FMCSA Revised October 2022)

General Requirements . . . 2
Regulations and Interstate Transportation . . . 2
Legitimate Movers and Brokers . . . 3
Customer's Responsibilities . . . 3
Estimates . . . 4
Binding Estimates . . . 5
Non-Binding Estimates . . . 5
Your Mover's Liability and Your Claims . . . 6
Full Value Protection . . . 6
Waiver of Full Value Protection (Released Value of 60 cents per Pound per Article) . . . 7
Third Party Insurance . . . 7
Reducing your Mover's Normal Liability . . . 8
Loss and Damage Claims . . . 8
Delay Claims . . . 8
Moving Paperwork . . . 9
Inventory . . . 9
Bill of Lading . . . 10
Invoice . . . 12
Weight Tickets . . . 12
Collection of Charges . . . 13
Transportation of your Shipment . . . 14
Pickup and Delivery . . . 14
Early Delivery . . . 15
Storage in Transit . . . 15
Weighing Shipments . . . 16
Notification of Delivery . . . 16
Resolving Disputes with your Mover . . . 17
Important Points to Remember . . . 18
Definitions and Common Terms . . . 21

Ready to Move? Tips for a Successful Interstate Move . . . 22

Atlas Van Lines Dispute Settlement Program . . . 26

Valuation Options: What's Right for You? . . . 28

High Value Inventory Form . . . 29

Terms and Conditions of the Bill of Lading . . . 30

Notice of the Availability of Applicable Tariff Sections

The provisions of Atlas' tariff applicable to your estimate of charges are available for your examination at Atlas' general offices, 1212 St. George Road, P.O. Box 509, Evansville, IN 47703-0509, or you may have copies sent to you upon request by mail to Atlas' general offices or by phone at (800) 252-8885 or (812) 424-2222. If you have an Atlas registration number, you may also view the applicable tariff provisions on line at www.atlasworldgroup.com.

General Requirements

The Federal Motor Carrier Safety Administration's (FMCSA) regulations protect consumers of interstate moves and define the rights and responsibilities of consumers (shippers) and household goods carriers (movers).

The household goods motor carrier gave you this booklet to provide information about your rights and responsibilities as an individual shipper of household goods. Your primary responsibilities are to ensure that you understand the terms and conditions of the moving contract (bill of lading), and know what to do in case problems arise.

The primary responsibility for protecting your move lies with you in selecting a reputable household goods mover or household goods broker, and making sure you understand the terms and conditions of your contract and the remedies that are available to you in case problems arise.

Regulations and Interstate Transportation

FMCSA's regulations apply to motor carriers that engage in the interstate transportation of household goods and brokers that arrange for such transportation. These regulations require your mover to perform certain services and provide you with specific documents. The regulations only apply to your mover when the mover transports your household goods by motor vehicle in interstate or foreign commerce – that is when you move from one State to another or internationally. The regulations do not apply when your move takes place within a commercial zone (defined at the end of this booklet) or between two points in the same State.

Legitimate Movers and Brokers

Legitimate movers and brokers are registered with FMCSA to engage in interstate operations involving the interstate transportation of household goods. A legitimate mover explains whether they are a broker or a mover. A household goods broker arranges for the transportation of your shipment but does not provide line-haul transportation. A household goods mover actually transports your shipment.

Household goods brokers or movers must provide you with basic information before you move. You should expect to receive the following information:

- A written estimate
- The "Ready to Move" Brochure, either as a copy or as a hyperlink to the publication on the mover's website or the FMCSA website
- Information about the mover's arbitration program
- Written notice about access to the mover's tariff
- The process for handling claims
- This booklet, "Your Rights and Responsibilities When You Move," either as a copy or as a hyperlink to the publication on the mover's website or the FMCSA website

You should avoid brokers and movers that are not registered with FMCSA, refuse to perform a physical survey of your household goods. If your broker or mover requires cash, FMCSA advises you to retain all receipts and supporting documents associated with the transaction.

Customer's Responsibilities

As a customer, you have responsibilities both to your mover and yourself. They include:

- Reading all moving documents issued by the mover or broker.

- Being available at the time of pickup and delivery of your shipment. If you are not available you should appoint a representative to act on your behalf.
- Promptly notifying your mover if something has changed regarding your shipment (i.e. move dates, additional items).
- Making payment in the amount required and in the form agreed to with the mover based on the bill of lading.
- Promptly filing claims for loss, damage or delays with your mover, if necessary.

Estimates

Your mover must provide an estimate based upon a physical survey of your household goods. A physical survey means a survey which is conducted on-site or virtually, that allows your mover to see the household goods to be transported. A physical survey must be performed unless you waive this requirement in writing.

FMCSA requires your mover to provide written estimates on every shipment transported for you. Your mover's verbal quote of charges is not an official estimate since it is not in writing. Your mover must provide you with a written estimate of all charges including transportation, accessorial and advanced charges (defined at the end of this booklet). This written estimate must be dated and signed by you and the mover.

The estimate provided to you by your mover will include a statement notifying you of two options of liability coverage for your shipment:

- Full Value Protection
- Waiver of Full Value Protection, Released Value of 60 cents per pound per article.

Please be aware that a household goods broker may only provide an estimate on a mover's behalf if it has a written agreement with the mover and uses the mover's published tariff.

You and your mover may agree to change an estimate of charges based on changed circumstances, but only before your shipment is loaded. Your mover may not change an estimate after loading the shipment. There is more information about changes to estimates in the following sections.

Binding Estimates

A binding estimate guarantees that you cannot be required to pay more than the amount on the estimate at the time of delivery. However, if you add additional items to your shipment or request additional services, you and your mover may:

- agree to abide by the original binding estimate;
- prepare a new binding estimate; or
- agree to convert the binding estimate into a non-binding estimate.

If you and the mover do not agree to one of the three options listed above, the mover is not required to service the shipment. If the mover does not give you a new binding estimate in writing, or agree in writing to convert the binding estimate to a non-binding estimate before your goods are loaded, the original binding estimate is reaffirmed.

Under these circumstances, your mover should not charge or collect more than the amount of the original binding estimate at delivery for the quantities and services included in the estimate.

If there are unforeseen circumstances (such as elevators, stairs, or required parking permits) at the destination the mover can bill you for these additional expenses after 30 days after delivery. Charges for services required because of impracticable operations (defined at the end of this booklet) are due at delivery, but may not exceed 15 percent of all other charges due at delivery; any remaining charges will be billed to you with payment due in 30 days.

If you are unable to pay 100 percent of the charges on a binding estimate at delivery, your mover may place your shipment in storage at your expense. In an effort to schedule delivery of your shipment from storage, you will have to pay the required charges and storage fees, if listed in the tariffs, after your shipment arrives at the residence.

Your mover may charge a fee to prepare a binding estimate.

Non-Binding Estimates

A non-binding estimate is intended to provide you with an estimate of the cost of your move. A non-binding estimate is not a guarantee of your final costs, but it should be reasonably accurate. The estimate must indicate that your final charges will be based upon the actual weight of your shipment, the services provided, and the mover's published tariff. Therefore, the amount of your mover's non-binding estimate may be different than the amount you ultimately must pay to receive your shipment.

A non-binding estimate must be in writing and clearly describe the shipment and all services provided. Under a non-binding estimate, the mover cannot require you to pay more than 110 percent of the non-binding estimate at the time of delivery. This does not excuse you from paying all of the charges due on your shipment. The mover will bill you for any remaining charges after 30 days from delivery.
On the day of pick-up, if you have additional items to move, your mover must do one of two things prior to loading:

- Reaffirm your non-binding estimate; or
- prepare a new non-binding estimate to include all the items that are being moved.

If you and the mover do not agree to one of the two options listed above, the mover is not required to service the shipment. If you are unable to pay 110 percent of the charges on a non-binding estimate at delivery, your mover may place your shipment in storage at your expense. In order to schedule delivery of your shipment from storage, you will likely have to agree to pay the required charges and storage fees, if listed in the tariffs, after your shipment arrives at the residence.

Your mover must give you possession of your shipment if you pay 110 percent of a non-binding estimate or 100 percent of a binding estimate, plus 15 percent of the impracticable operations charges (if applicable). If your mover does not relinquish possession, the mover is holding your shipment hostage in violation of Federal law.

Your Mover's Liability and Your Claims

In general, your mover is legally liable for loss or damage that occurs during the transportation of your shipment and all related services identified on the bill of lading. The extent of your mover's liability is governed by the Surface Transportation Board's Released Rates Order. The Surface Transportation Board is an independent Federal agency that has jurisdiction over HHG motor carrier tariffs and valuation for lost or damaged goods. You may obtain a copy of the current Released Rates Order by visiting the Surface Transportation Board's website at: **https://prod.stb.gov/wp-content/uploads/files/docs/householdGoodsMoving/41845.pdf**. In addition, your mover may, but is not required to, offer to sell you separate third-party liability insurance.

All moving companies are required to assume liability for the value of the household goods they transport. However, there are two different levels of liability that apply to interstate moves Full Value Protection and Waiver of Full Value Protection - Released Value. It is important you understand the charges that apply and the amount of protection provided by each level.

Full Value Protection

This is the most comprehensive option available to protect your household goods, but it will increase the cost of your move. The initial cost estimate of charges that you receive from your mover must include this level of protection. Your shipment will be transported at this level of liability unless you waive Full Value Protection. Under your mover's Full Value Protection level of liability, subject to the allowable exceptions in your mover's tariff, if any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either:

1. Repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs.
2. Replace the article with an article of like, kind and quality, or pay you for the cost to replace the items.

The exact cost for your shipment, including Full Value Protection, may vary by mover and may be further subject to various deductible levels that may reduce your cost. The minimum level for determining the Full Value Protection of your shipment is $6.00 per pound times the weight of your shipment. Your mover may have a higher minimum value or you may declare a higher value for your shipment (at an additional cost). The charges that apply for providing Full Value Protection must be shown in your mover's tariff. Ask your mover for the details under its specific program.

Under this option, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds $100 per pound (for example, jewelry, silverware, china, furs, antiques, oriental rugs and computer software). Ask your mover for a complete explanation of this limitation before your move. It is your responsibility to study this provision carefully and to make the necessary declaration.

Waiver of Full Value Protection (Released Value of 60 cents per Pound per Article)

Released Value is minimal protection; however, it is the most economical protection available as there is no charge to you. Under this option, the mover assumes liability for no more than 60 cents per pound, per article. For example, if a 10 pound stereo component valued at $1,000 were lost or destroyed, the mover would be liable for no more than $6.00 (10 pounds x $.60). Obviously, you should think carefully before agreeing to such an arrangement.

Third Party Insurance

If you purchase separate third party cargo liability insurance from, or through your mover, the mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover is liable for any claim for loss or damage attributed to its negligence.

Shipments transported under a mover's bill of lading maybe subject to arbitration in the event of a dispute over loss or damage claims. However, disputes with third party insurance companies are not subject to FMCSA regulations.

Arbitration Program

Any mover who engages in interstate moves must offer an Arbitration Program, which is a form of resolution that doesn't require hiring an attorney and instead uses an independent third party. If an individual shipper requests to go to arbitration, the mover is required to cover claims of $10,000 or less. For claims over $10,000, the mover must cover claims only if they agree to the arbitration. For more information please go to: https://www.fmcsa.dot.gov/sites/fmcsa.dot.gov/files/docs/Arbitration_Program_Brochure.pdf

Reducing your Mover's Normal Liability

The following are some actions that may limit or reduce your mover's liability for loss or damage to your household goods:

1. Your acts or omissions cause the loss or damage to occur. For example, improper packing of containers you pack yourself do not provide sufficient protection or you include perishable, dangerous, or hazardous materials in your shipment without your mover's knowledge. Federal law forbids you to ship hazardous materials in your household goods boxes or luggage without informing your mover.
2. You chose the Waiver of Full Value Protection – Released Value level of liability (60 cents per pound per article) but ship household goods valued at more than 60 cents per pound per article.
3. You declare a value for your shipment which is less than the actual value of the articles in your shipment.
4. You fail to notify your mover in writing of articles valued at more than $100 per pound. (If you do notify your mover, you will be entitled to full recovery up to the declared value of the article or articles, not to exceed the declared value of the entire shipment.)

Loss and Damage Claims

Movers customarily take every precaution to make sure that while your shipment is in their possession, no items are lost, damaged or destroyed. However, despite the precautions taken, articles are sometimes lost or destroyed during the move. You have the right to file a claim with your mover to be compensated for loss or damage.

You have 9 months from the date of delivery (or in the event of loss for the entire shipment, from the date your shipment should have been delivered) to file your claim.

The claim must be submitted in writing to your mover or to your mover's third party company for claim processing. After you submit your claim, your mover has 30 days to acknowledge receipt of it. The mover then has 120 days to provide you with a disposition. The mover might be entitled to 60-day extensions if the claim cannot be processed or disposed of within 120 days. If an extension is necessary, your mover must notify you in writing.

Delay Claims

Delay claims are processed when you have contracted with your mover for guaranteed service for pickup and delivery. Your mover will outline on the bill of lading any penalty or per diem entitlements when there is a pickup delay and/or delivery delay.

Moving Paperwork

Do not sign entirely black documents. And only sign incomplete documents where the only incomplete sections are for information that cannot be determined prior to loading, specifically the actual weight of your shipment, in the case of non-binding estimates, and unforseen charges that occur in transit or at destination.

Inventory

Your mover must prepare an inventory of your shipment. This is usually done at the time the mover loads your shipment. The mover is required to list any damage or unusual wear to any items. The purpose is to make a record of the existence and condition of each item before it is moved.

After completing the inventory, both you and the mover must sign each page of the inventory. It is important that before signing you make sure the inventory lists every item in your shipment and that entries regarding the condition of each item are correct. You have the right to note any disagreement. When your shipment is delivered, if an item is missing or damaged, your ability to recover from the mover for any loss or damage may depend on the notations made on this form.

The mover will give you a copy of each page of the inventory. Attach the complete inventory to your copy of the bill of lading. It is your receipt for the shipment.

At the time your shipment is delivered, it is your responsibility to check the items delivered against the items listed on your inventory. If new damage is discovered, make a record of it on the inventory form. Call the damage to the attention of the mover and request that a record of the damage is made on the mover's copy of the inventory.

After the complete shipment is unloaded, the mover will request that you sign the mover's copy of the inventory to show that you received the items listed. Do not sign until you have assured yourself that it is accurate and that proper notations have been entered regarding any missing or damaged items. Movers are prohibited from having you sign documents that release the mover from all liability for loss or damage to the shipment in exchange for delivery.

Bill of Lading

Your mover is required by law to prepare a bill of lading for your shipment. The bill of lading is the contract between you and the mover for the transportation of your shipment. This document is issued at least 3 days prior to the pickup date. The information on the bill of lading is required to include all the information and charges associated with the transportation of your shipment. The driver who loads your shipment must give you a copy of the bill of lading before or at the time of loading your shipment. The bill of lading is an important document. Do not lose or misplace your copy. Keep it available until your shipment is delivered, all charges are paid, and all claims, if any, are settled.

IT IS YOUR RESPONSIBILITY TO READ THE BILL OF LADING BEFORE YOU ACCEPT IT

The bill of lading requires the mover to provide the service you requested and requires you to pay the charges for the service. It is your responsibility to understand 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 it is correct.

The bill of lading serves to identify the mover and specifies when the transportation is to be performed. Be sure that the portions of the bill of lading that note the dates when pickup and delivery are to be performed are completed and that you agree with the dates on the bill of lading. It also specifies the terms and conditions for payment of the total charges and the maximum amount required to be paid at the time of delivery for shipments moving under a binding estimate. In the case of shipments moving under non-binding estimates, the bill of lading will not include a final calculation of charges because that cannot be determined until the shipment is weighed. However, the bill of lading must contain all relevant shipment information – except the shipment weight that will be determined after the shipment has been weighed and any unforeseen charges that occur in transit or at destination.

The bill of lading must include the following 17 elements:

1. The legal or trade name (i.e., doing business as name) of the mover as it is registered with FMCSA, to include its physical address.
2. The names, telephone numbers, addresses, and USDOT Numbers of any motor carriers, when known, who will participate in transportation of the shipment.
3. Your name, address, and, if available, telephone number(s).
4. The form of payment the mover and its agents will honor at delivery. The payment information must be the same that was entered on the estimate.
5. When transportation is on a collect-on- delivery basis, the name, address, and if furnished, the telephone number, facsimile number, or email address of a person to notify about the charges. The notification may also be made by overnight courier or certified mail, return receipt requested.
6. For non-guaranteed service, the agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment.
7. For guaranteed service, subject to tariff provisions, the dates for pickup and delivery, and any penalty or per diem entitlements due to you.

8. The actual date of pickup.

9. The company or motor carrier identification number of the vehicle(s) that will transport your shipment.

10. The terms and conditions for payment of the total charges, including notice of any minimum charges.

11. The maximum amount your mover will demand at the time of delivery in order for you to obtain possession of the shipment, when you transport under a collect-on- delivery basis.

12. The valuation statements provided in the Surface Transportation Board (STB)'s released rates order. These statements require individual shippers either to accept Full Value Protection for their liability or to waive the Full Value Protection in favor of the STB's released rates. The released rates may be increased annually by the motor carrier based on the U.S. Department of Commerce's Cost of Living Adjustment. Contact the STB for a copy of the Released Rates of Motor Carrier Shipments of Household Goods. If the individual shipper waives your Full Value Protection in writing on the STB's valuation statement, you must include the charges, if any, for optional valuation coverage (other than Full Value Protection).

13. Evidence of any insurance coverage sold to or procured for the individual shipper from an independent insurer, including the amount of the premium for such insurance.

14. A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment, subject to the following two conditions:

    A. If your mover provides service for you on rates based upon the transportation of a minimum weight or volume, your mover must indicate on the bill of lading the minimum weight- or volume-based rates, and the minimum charges applicable to the shipment.

    B. If your mover does not indicate the minimum rates and charges, your mover's tariff must provide information to compute the final charges relating to such a shipment based upon the actual weight or volume of the shipment.

15. Each attachment to the bill of lading is an integral part of the contract. That includes the binding or non-binding estimate, inventory and any signed waiver documents associated with the shipment.

16. Any identification or registration number assigned to the shipment.

17. A statement that the bill of lading incorporates by reference all the services included on the estimate, including any new estimate prepared by the mover.

The bill of lading must be signed and dated by you and your mover at origin and destination.

Invoice

At the time of payment of transportation charges, your mover must give you an invoice identifying the service provided and the charge for each service. It is customary for most movers to use a copy of the bill of lading as a freight invoice.

Except in those instances where a shipment is moving on a binding estimate, the invoice must specifically identify each service performed, the rate or charge per service performed, and the total charges for each service. If this information is not on the invoice, do not accept or pay the invoice.

Your mover must deliver your shipment upon payment of 100 percent of a binding estimate or 110 percent of a non-binding estimate, plus the full cost of any additional services that you required after the contract was executed and any charges for impracticable operation, not to exceed 15 percent of all other charges due at delivery. If you do not pay the transportation charges due at the time of delivery, your mover has the right, under the bill of lading, to refuse to deliver your shipment. The mover may place your shipment in storage, at your expense, until the charges are paid.

On shipments paid in advance, your mover must present its invoice for all transportation charges within 15 days of the date your mover delivered the shipment. This period excludes Saturdays, Sundays, and Federal holidays.

On shipments paid upon delivery, your mover must present its invoice for all transportation charges on the date of delivery, or, at its discretion, within 15 days calculated from the date the shipment was delivered at your destination. This period excludes Saturdays, Sundays, and Federal holidays. Bills for additional charges based on the weight of the shipment will be presented after 30 days from delivery; charges for impracticable operations not paid at delivery are due within 30 days of the invoice.

Your mover's freight invoices and accompanying written notices must state the following five items:

1. Penalties for late payment
2. The period of time for any credit extended
3. Service or finance charges
4. Collection expense charges
5. Any applicable discount terms

Weight Tickets

Your mover must obtain weight tickets if your shipment is moving under a non-binding estimate. Each time your shipment is weighed, a separate weight ticket must be obtained and signed by the weigh master. If both weighings are performed on the same scale, one weight ticket may be used to record both weighings. The weight tickets must be presented with the invoice. Each weight ticket must contain the following six items:

1. The complete name and location of the scale.
2. The date of each weighing.
3. The identification of the weight entries as being the tare, gross, or net weights.
4. The company or mover identification of the vehicle.
5. The last name of the individual shipper as it appears on the bill of lading.
6. The mover's shipment registration or bill of lading number.

Additional information regarding weighing shipments is located later in this booklet.

Collection of Charges

Your mover must issue you an honest and truthful invoice for each shipment transported. When your shipment is delivered you will be expected to pay either:

1. 100 percent of the charges on your binding estimate, or
2. 110 percent of the charges on your non-binding estimate.

You will also be requested to pay the charges for any services that you requested (for example, waiting time, an extra pickup or delivery, storage) after the contract with your mover was executed that were not included in the estimate, and any charges for services performed in conjunction with impracticable operations, not to exceed 15 percent of all other charges due at delivery. Your mover will bill you after your shipment is delivered for any remaining services.

You should verify in advance what method of payment your mover will accept. Your mover must note in writing on the bill of lading the forms of payment it accepts at delivery. Do not assume your mover will accept payment by credit card unless it is clearly indicated on the bill of lading.

If you do not pay the charges due at the time of delivery the mover has the right to refuse to deliver your shipment and to place it into storage at your expense until the charges are paid. It is standard procedure for you to pay the charges due at delivery prior to the mover unloading the shipment at destination. In accordance with the terms specified on the bill of lading.

If your shipment is transported by two or more trucks, the mover may require payment for each portion as it is delivered. You mover may delay the collection of all the charges until the entire shipment is delivered, at its discretion. When you confirm your shipment transportation with your mover, you should ask the mover about this policy.

Your mover can only collect the charges on the percentage of the shipment that was successfully delivered. For example if you receive a binding estimate of $1,000 to move 1,000 pounds of your goods and 50 percent of that shipment is lost, then the mover can only collect 50 percent of the estimate or $500. If the estimate is non- binding then only 50 percent of the actual charges, not to exceed 110 percent of the estimate can be collected which would be $550.

Your mover is forbidden from collecting, or requiring you to pay, any freight charges (including any charges for accessorial or terminal services) when your shipment is totally lost or destroyed in transit, unless the loss or destruction was due to an act or omission by you. However, if you receive Full Value Protection on your shipment, you will be required to pay the premium to process your claim for the total loss.

Transportation of your Shipment

Pickup and Delivery

Before you move, be sure to reach an agreement with your mover on the dates for pickup and delivery of your shipment. It is your responsibility to determine on what date your shipment will be picked up and the date or timeframe you require delivery. Once an agreement is reached, your mover must enter those dates upon the bill of lading. Upon loading your shipment, your mover is contractually bound to provide the service described in the bill of lading.

The mover might use the term "delivery spread" as the timeframe in which you can expect your shipment to be delivered. This means that your shipment could arrive anytime during the delivery spread. The mover will usually give you a 24-hour advance notice of when they plan to arrive with your shipment. At that time, you must be available to accept delivery or your shipment could be placed in storage at your expense.

When you and the mover agree to a delivery date, or to a range of dates, it is your responsibility to be available to accept delivery on any of those dates. The same applies when you and the mover agree to alternate delivery dates.

Do not agree to have your shipment picked up or delivered "as soon as possible". The dates or periods you and your mover agree upon should be definite.

If you request the mover to change the dates for your shipment, most movers will agree to do so if the change will not result in unreasonable delay to their equipment or interfere with another customer's move. However, the mover is not required to change the dates and can place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the agreed dates.

The only reason your mover would be excused from providing a service as described in the bill of lading is because of "force majeure." This is a legal term which means an unforeseen change of circumstances beyond the control of the mover. For example, if there were a major snow storm that prevented your mover from servicing your shipment as outlined in the bill of lading, your mover would not be responsible for damages resulting from its nonperformance.

If your mover fails to pick up or deliver your shipment on the agreed date or during the delivery spread, and you have expenses that you otherwise would not have, you may be able to recover these expenses from the mover through a delay of shipment claim.

Ask your mover before you move what payment or other arrangements you can expect if your shipment is delayed through the fault of the mover.

Your mover must transport your household goods in a timely manner. This is also known as "reasonable dispatch service." If you have arranged for a guaranteed delivery date, the terms of that agreement with your mover apply.

When your mover is unable to meet either the pickup or delivery dates or provide service during the periods of time specified in the bill of lading, your mover must notify you of the delay. The mover must advise you of the dates or periods of time it may be able to pick up and/or deliver your shipment. Your mover must provide this information in writing.

Early Delivery

If you are unable to accept delivery before the first day of the delivery spread, then your mover may place your shipment in storage in a warehouse located in proximity to the destination. If your mover exercises this option, your mover must immediately notify you of the name and address of the warehouse where your mover places your shipment. Your mover has full responsibility for the charges for re-delivery, handling, and storage until it makes the final delivery.

Storage in Transit

You may request your mover to store your household goods before delivering them. Your mover must notify you in writing or in person at least 10 days before the expiration date of:

1. The specified period of time when your mover is to hold your shipment in storage.
2. The maximum period of time provided in its tariff for storage-in-transit.

If your mover holds your household goods in storage-in-transit for less than 10 days, your mover must notify you, 1 day before the storage-in-transit period expires of the same information specified above.

When the storage period is about to expire, your mover must notify you in writing about the following four items:

1. The date when storage-in-transit will covert to permanent storage.
2. The existence of a 9-month period after the date of conversion to permanent storage, during which you may file claims against your mover for loss or damage occurring to your goods while in transit or during the storage- in-transit period.
3. When your mover's liability will end for loss and damage.
4. When your shipment will become subject to the rules, regulations, and charges of the management of the storage facility.

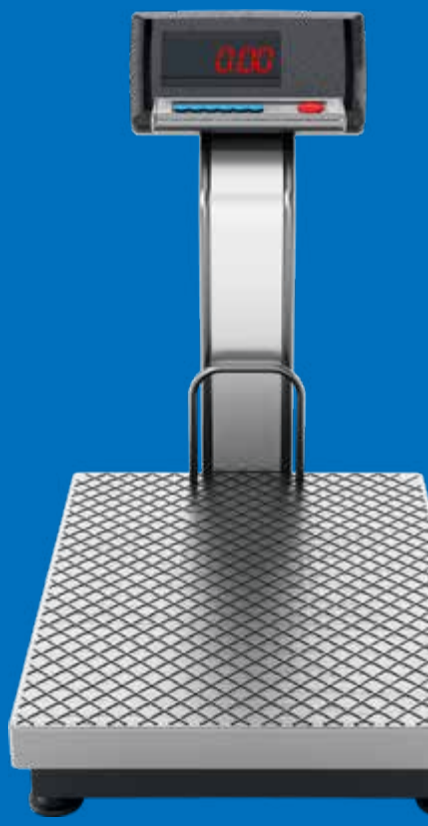
Weighing Shipments

If your mover transports your household goods on a non-binding estimate, your mover must determine the actual weight of your shipment on a certified scale in order to calculate its lawful tariff charge. If your mover provided a binding estimate, the weight of the shipment will not affect the charges you will pay, so there is no requirement to weigh shipments moving under binding estimates.

Most movers have a minimum weight charge for transporting a shipment. If your shipment appears to weigh less than the mover's minimum weight, your mover must state the minimum cost on the bill of lading. Should your mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, your mover must base your final charges upon the actual weight, not upon the minimum weight.

Usually, your shipment will be weighed in the city or local area where the shipment originates. The driver has the truck weighed before coming to your residence and then has it weighed again after your shipment has been loaded. The difference in these two weights is the weight of your shipment.

The mover may also weigh your shipment at destination when the shipment is delivered. The driver will have the truck weighed with your shipment on board and then weighed a second time after your shipment has been unloaded. Each time a weighing is performed, the driver is required to obtain an official weight ticket signed by the weigh master of a certified scale and a copy of the weight tickets must accompany your copy of the bill of lading. Shipments of less than 3,000 pounds may be weighed on a certified warehouse scale.



You have the right, and your mover must inform you of your right, to observe all weighing of your shipment. Your mover must tell you where and when each weighing will occur. Your mover must give you a reasonable opportunity to be present to observe the weighing. You may waive your right to observe weighing; however, you must waive that right in writing.

If your shipment is weighed at origin and you believe that the weight may not be accurate, you have the right to request that the shipment be reweighed before it is unloaded. The mover is not permitted to charge you for the reweighing, but the final charges due will be based on the reweigh weight, even if it is more than the initial weight.

If you request notification of the actual weight and charges of your shipment, your mover must comply with your request if it is moving your household goods on a collect-on-delivery basis. This requirement is conditioned upon you supplying your mover with contact information.

Notification of Delivery

You must receive the mover's notification at least 24-hours before the scheduled delivery, excluding Saturdays, Sundays, and Federal holidays.

Your mover must disregard this 24-hour notification requirement on shipments subject to one of the following three situations:

1. When your mover weighs your shipment at destination.
2. When pickup and delivery encompasses two consecutive weekdays, if you agree.
3. When the maximum payment at time of delivery is 110 percent of the estimated charges, if you agree.

Resolving Disputes with your Mover

The FMCSA maintains regulations to govern the processing of loss and damage claims, however, we cannot resolve these claims on your behalf. If you cannot reach a settlement with your mover, you have the right to request arbitration from your mover. All movers are required to participate in an arbitration program and your mover is required to provide you with a summary of its arbitration program before you sign the bill of lading.

Arbitration gives you the opportunity to settle loss or damage claims and certain types of disputed charges through a neutral arbitrator. You may find submitting your claim to arbitration is a less expensive and more convenient way to seek recovery of your claim than filing a lawsuit. You are not required to submit to arbitration in the event of a dispute. However, if you request arbitration for a claim for $10,000 or less, the mover must agree to arbitration and the arbitrator's decision is binding on the parties. Further, the mover is not required to agree to arbitration if the claim exceeds $10,000. If the mover does agree, the arbitrator's decision will be binding on both you and the mover.

You may choose to pursue a civil action in a court of appropriate jurisdiction in lieu of arbitration. Legal action may be initiated by filing a claim in your State and serving papers on the mover's process agent in that State. You may file in State court or (if the amount of the claim is more than $10,000) in Federal court. You may obtain the mover's process agent information in your State by contacting FMCSA at **(800) 832-5660**. You may also obtain the name of the mover's process agent via the internet by following the instructions below.

1. Go to **http://li-public.fmcsa.dot.gov**
2. Scroll to the bottom of the page and click on CONTINUE
3. At the top of the screen click on CHOOSE MENU OPTION, for the drop down box and select CARRIER SEARCH, then press GO
4. Type in the USDOT or MC number for the motor carrier
5. Click on HTML
6. Scroll to the bottom of the page, see BLANKET COMPANY, and click on the link.
7. You will see a list of process agents by State, locate the process agent for your State.

The FMCSA cannot settle your dispute with your mover.

You must resolve your own loss and damage and/or moving charge disputes with your mover. You entered into a contractual agreement with you mover. Therefore, you are bound by each of the following three terms and conditions:

1. The terms and conditions you accepted when you signed the bill of lading.
2. The terms and conditions you accepted when you signed for delivery of your shipment.
3. Any additional terms and conditions you agreed to with your mover.

If your mover refuses to deliver your shipment unless you pay an amount the mover is not entitled to charge – contact FMCSA immediately at **(888) 368-7238**.

Important Points to Remember

1. Movers must give written estimates. The estimates may be either binding or non-binding. Non-binding estimates are "approximations" only, and the actual transportation charges you are eventually required to pay may be higher than the estimated price.
2. Do not sign blank documents. Verify the document is complete before you sign. In limited situations, it may be appropriate to sign an incomplete document if the only information that does not appear in your moving paperwork is the actual weight of your shipment (in the case of a non-binding estimate) and unforeseen charges that occur in transit or at destination.
3. Be sure you understand the mover's responsibility for loss or damage. For more information see FMCSA's brochure titled, "Understanding Valuation and Insurance Options" **https://www.fmcsa.dot.gov/protect-your-move/valuation-insurance**.
4. Understand the type of liability to which you agree. Ask yourself if 60 cents per pound is enough coverage for your household goods or whether you need to purchase additional valuation.
5. Notify your mover if you have high value items. High value items are valued at more than $100.
6. You have the right to be present each time your shipment is weighed. You also have the right to request a reweigh at no charge.
7. Confirm with your mover the types of payment acceptable prior to the delivery of your shipment.
8. Consider requesting arbitration to settle disputed claims with your mover.
9. You should know if the company you are dealing with is a household goods motor carrier (mover) or household goods broker, and if they are registered with FMCSA. Go to **www.protectyourmove.gov** for this information.
10. Do not sign the delivery receipt if it contains any language releasing or discharging your mover or its agents from liability. Strike out such language before signing, or refuse delivery if the mover refuses to provide a proper delivery receipt.

Definitions and Common Terms

Accessorial (additional) services – These are services other than line-haul transportation, such as packing, unpacking, appliance servicing, or piano carrying that you request to be performed or are necessary because of landlord requirements or other special circumstances. Charges for these services may be in addition to the line- haul charges.

Advanced Charges – Charges for services performed by someone other than the mover. A professional, craftsman, or other third party may perform these services at your request. The mover pays for these services and adds the charges to your bill of lading.

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

Appliance Service by Third Party – The preparation of major electrical appliances to make them safe for transportation. Charges for these services may be in addition to the line-haul charges.

Bill of Lading – The receipt for your shipment and the contract for its transportation.

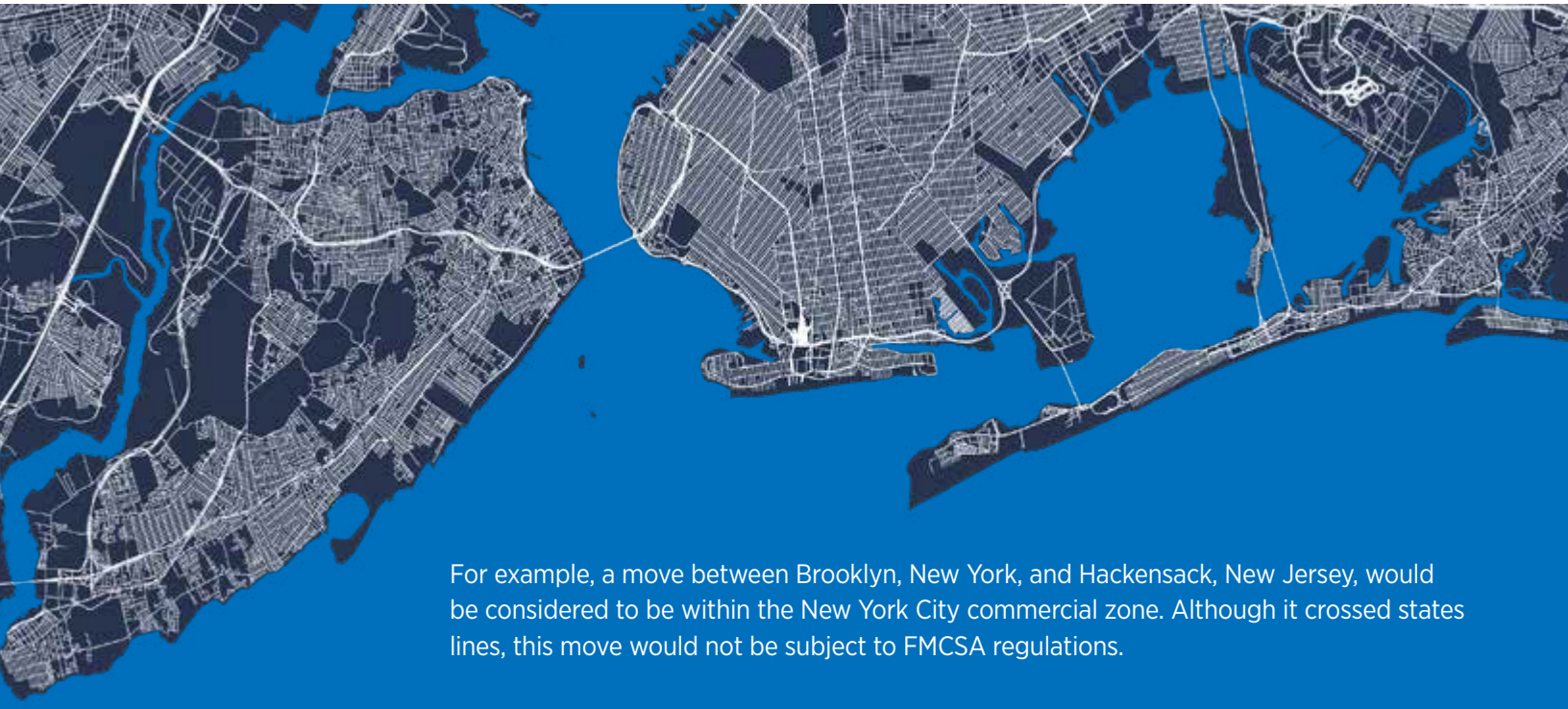
Broker – A company that arranges for the transportation of household goods by a registered moving company.

Collect on Delivery (COD) – This means payment is required at the time of delivery at the destination residence (or warehouse).

Certified Scale – Any scale designed for weighing motor vehicles, including trailers or semitrailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority. A certified scale may also be a platform or warehouse type scale that is properly inspected and certified.

Commercial Zone – A commercial zone is roughly equivalent to the local metropolitan area of a city or town. Moves that cross state lines within these zones are exempt from FMCSA jurisdiction and, therefore, the moves are not subject to FMCSA regulations.

Estimate, Binding – This is a written agreement made in advance with your mover. It guarantees the total cost of the move based upon the quantities and services shown on the estimate.



For example, a move between Brooklyn, New York, and Hackensack, New Jersey, would be considered to be within the New York City commercial zone. Although it crossed states lines, this move would not be subject to FMCSA regulations.

Estimate, Non-Binding – This is what your mover believes the cost will be, based upon the estimated weight of the shipment and the services requested. A non-binding estimate is not binding on the mover. The final charges will be based upon the actual weight of your shipment, the services provided, and the tariff provisions in effect.

Expedited Service – An agreement with the mover to perform transportation by a set date in exchange for an agreed upon additional charge.

Flight Charge – An additional charge for carrying items up or down flights of stairs. Charges for these services may be in addition to the line-haul charges.

Full Value Protection – The liability coverage option you are to receive for your shipment unless you waive this option in writing. It means your mover will process your loss and damage claim by replacing or repairing the item to restore its original like, kind, and quality.

Guaranteed Pickup and/or Delivery Service – An additional level of service featuring guaranteed dates of service. Your mover will provide reimbursement to you for delays. This service may be subject to minimum weight requirements.

High-Value Article – These are items valued at more than $100 per pound.

Household Goods – As used in connection with transportation, household goods are the personal effects or property used, or to be used, in a dwelling, when part of the equipment or supplies of the dwelling belong to an individual shipper. Transporting of the household goods must be arranged for and paid by you or another individual on your behalf.

Household Goods Motor Carrier – A motor carrier that, in the normal course of its business of providing transportation of household goods, offers some or all of the following additional services: (1) Binding and Non-binding estimates, (2) Inventorying, (3) Protective packing and unpacking of individual items at personal residences, and (4) Loading and unloading at personal residences. The term does not include a motor carrier when the motor carrier provides transportation of household goods in containers or trailers that are entirely loaded and unloaded by an individual (other than an employee or agent of the motor carrier).

Individual Shipper – Any person who:

1. Is the shipper, consignor, or consignee of a household goods shipment;
2. Is identified as the shipper, consignor, or consignee on the face of the bill of lading;
3. Owns the household goods being transported; and
4. Pays his or her own tariff transportation charges.

Impracticable Operations – Conditions which make it physically impossible for the mover to perform pickup or delivery with its normally assigned road-haul equipment so that the mover is required to use specialized equipment and/or additional labor to complete pickup or delivery of your shipment. A mover may require payment of additional charges for services required due to impracticable operations, even if you do not request these services. The specific services considered to be impracticable operations by your mover are defined in your mover's tariff.

Inventory – The detailed list of your household goods showing the number and condition of each item.

Line-Haul Charges – The charges for the transportation portion of your move. There may be additional charges that apply for accessorial services, such as climbing stairs, using elevators, storage or other charges.

Long Carry – A charge for carrying articles excessive distances between the mover's vehicle and your residence. Charges for these services may be in addition to the line- haul charges.

May – An option. You or your mover can do something, but it is not a requirement.

Mover – A household goods motor carrier and its household goods agents.

Must – A legal or regulatory obligation. You or your mover are required do something.

Order (Bill of Lading) Number – The number used to identify and track your shipment.

Peak Season Rates – Higher line-haul charges that may be applicable during busy moving season (usually between May and September).

Pickup and Delivery Charges – Separate transportation charges applicable for transporting your shipment between the storage-in-transit warehouse and your residence.

Reasonable dispatch – The performance of transportation on the dates, or during the period of time, agreed upon by you and your mover as shown on the Order for Service and/or the Bill of Lading. The term "reasonable dispatch" excludes transportation provided under your mover's tariff provisions requiring guaranteed service dates.

Shipment – Your personal property (household goods) that is being transported from your origin address to your destination address.

Should – A recommendation. We recommend you or your mover do something, but it is not a requirement.

Storage-In-Transit (SIT) – The temporary warehouse storage of your shipment, pending further transportation, with or without notification to you.

Surface Transportation Board – The federal agency that regulates household goods mover tariffs, among other responsibilities. The Surface Transportation Board's address is: 395 E Street, SW, Washington, DC 20423-0001, telephone **(202) 245-0238**, and website **www.stb.gov**.

Tariff – A document, issued by the mover, containing rates, rules, regulations, classifications, or other provisions. The Surface Transportation Board requires that a tariff contain three specific items. First it must contain an accurate description of the services the mover offers to the public. Second, it must contain the specific applicable rates (or the basis for calculating the specific applicable rates) and service terms for services offered to the public. Third, the mover's tariff must be arranged in a way that allows you to determine the exact rate(s) and service terms applicable to your shipment.

Valuation – The monetary value that you declare for your shipment. This is the maximum amount that your mover is liable for in the event of loss or damage to your shipment.

Warehouse Handling Charge – The charge that may be applicable each time SIT service is provided. Charges for these services may be in addition to the line-haul charges.

We, Us, and Our – The Federal Motor Carrier Safety Administration (FMCSA) .

You and Your – You are an individual shipper of household goods. You are a consignor or consignee of a household goods shipment and your mover identifies you as such in the bill of lading contract. You own the shipment being transported and pay the transportation charge.

You may find other terms used in this booklet defined by Federal statute, 49 U .S .C . § 13102 or Federal regulation, 49 CFR part 375. This statute controls the definitions in this booklet. Terms in this booklet that are not defined in the statute or regulations will have the ordinary practical meaning.

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
FMCSA-ESA-03-006
Revised October 2022

READY to MOVE?

Tips for a successful interstate move.

www.protectyourmove.gov

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

PROTECT YOUR MOVE

Questions?

Q Where can I get a copy of "Your Rights and Responsibilities When You Move" and other helpful consumer information?

A **Visit www.protectyourmove.gov**

Q Where can I find out whether a mover is registered with FMCSA?

A **Visit www.protectyourmove.gov**

Q Where can I obtain information about a mover, broker or freight forwarder's insurance and process agent?

A **Visit http://li-public.fmcsa.dot.gov and select "Continue." Select "Carrier Search" in the drop down box and hit "Go". You can also call (800) 832-5660 for more information.**

Q How do I get assistance to determine if a mover has assessed the correct transportation charges?

A **Visit http://www.stb.gov or call the Surface Transportation Board at (202) 245-0238.**

Q Where may I file a complaint against a mover?

A **Visit www.protectyourmove.gov or call 1-888-DOT-SAFT (1-888-368-7238) Monday - Friday between the hours of 9:00 a.m. to 9:00 p.m. EST.**

Q In addition to FMCSA, are there other authorities I should contact to report a mover?

A **Yes. State attorneys general and consumer affairs agencies are responsible for pursuing suspected moving fraud.**

Q How can I learn more about movers and transportation of household goods?

A **Visit www.protectyourmove.gov and www.moving.org.**

Ready to Move?

The Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation (DOT) wants to make sure you have the information you need to **"Protect Your Memories. Your Money. Your Move."** from moving fraud.

The best defense against moving fraud is to be informed and aware of your options when choosing a reputable moving company. While most household moves go smoothly, there are dishonest or "rogue" movers you should be aware of.

For more information on interstate moves, visit the FMCSA Web site at: **www.protectyourmove.gov**

You can also use this site to learn more about other government, law enforcement and moving industry information sources. This is very important if you're looking for more detailed State and local information, including how to file a complaint.

Key Definitions

Broker:

A company that arranges for the truck transportation of cargo belonging to others, utilizing for-hire carriers to provide the actual truck transportation. A broker does not assume responsibility for the cargo and usually does not take possession of the cargo.

Tariff:

A list of rates, rules regulations, and available services. Each mover publishes its own tariffs and these must be provided to you upon request.

Know Your Rights and Responsibilities Before Selecting a Mover

Before moving your household goods, movers are required to give you this brochure and a booklet entitled *Your Rights and Responsibilities When You Move*. They provide basic information that will help you understand the documents that a mover will ask you to sign. The booklet also explains your rights if your household goods are lost or damaged. Copies of this brochure and booklet can be downloaded from the Web site **www.protectyourmove.gov**, which has additional helpful consumer information.

Use Only Registered Movers

Make sure the mover you select has been assigned a USDOT number, is registered with FMCSA to engage in interstate transportation of household goods, and has the proper level of insurance.

You can determine if a mover is registered with FMCSA by visiting **www.protectyourmove.gov**, or calling FMCSA at 800-832-5660 for licensing and insurance information.

The best way to avoid problems is to be informed and plan ahead.

Read and Understand All Information Provided by the Mover

The mover should provide you with the following basic documents as part of your move:

Estimates

The estimate should clearly describe, **in writing**, all charges for services the mover will perform. If there are more items to move, the mover must prepare a new estimate. Make sure the estimate is signed by the mover. **Do not accept oral estimates.**

Bill of Lading

The bill of lading is a contract between you and the mover and a receipt of your belongings. The bill of lading must be signed and dated by you and your mover at origin and destination.

Inventory List

The inventory is the receipt showing each item you shipped and its condition. Be sure you receive a written copy of the inventory after your household goods are loaded, and that you agree with its description of your household goods' condition.

Applicable Transportation Charges

The charges that a mover assesses for its services must be contained in a published tariff, which must be made available to you upon request. If you feel that a mover has overcharged you, contact the Surface Transportation Board at (202) 245-0238 for further assistance.

DO NOT SIGN BLANK DOCUMENTS!

What if There Is a Problem?

Dispute Settlement Program

Before moving your household goods, interstate movers are required to provide you with information regarding their dispute settlement program. Movers must offer a neutral dispute settlement program as a means of settling disputes that may arise concerning loss or damage of your household goods.

Loss or Damage of Goods

If your goods are damaged or missing at delivery, request a company claim form from the mover. Complete the claim form to the best of your ability. The mover will tell you where to mail the completed form. You must file a written claim with the mover within 9 months of delivery. Your claim must be in writing but does not have to be submitted on a mover's claim form. It is suggested that you send the claims information to the mover by certified mail.

If you are not satisfied with the settlement offer made by the mover, you have the option of submitting a loss and damage claim with the mover's dispute settlement program or to seek other legal remedies.

Filing a Complaint

FMCSA does not have the authority to resolve claims against a moving company. However, you may file a complaint against a mover by visiting **www.protectyourmove.gov** or calling **1-888-DOT-SAFT (1-888-368-7238)** Monday - Friday between the hours of 9:00 a.m. to 9:00 p.m. EST. Your complaint may trigger a federal enforcement investigation against the mover.

Arbitration Program

Any mover who engages in interstate moves must offer an Arbitration Program, which is a form of resolution that doesn't require hiring an attorney. If an individual shipper requests to go to arbitration, the mover is required to cover claims of $10,000 or less. For claims over $10,000, the mover must cover claims only if they agree to the arbitration.

MOVING CHECKLIST

Before You Move

- [ ] Ask for recommendations from neighbors, friends, and relatives regarding the mover and broker.
- [ ] Obtain estimates from at least three movers or brokers and compare cost and all other services to be provided by the companies.
- [ ] Check to determine whether the interstate mover and broker is registered with FMCSA and has a U.S. DOT number.
- [ ] Check with the Better Business Bureau regarding the mover and broker.
- [ ] Obtain the booklet Your Rights and Responsibilities When You Move from the mover and broker.
- [ ] Find out what the mover's responsibilities are for damages that may occur to your belongings.
- [ ] Ask if the mover and broker have a dispute settlement program.
- [ ] Find out how and when pickup and delivery of your household goods will occur.
- [ ] Ask the mover and broker how they can be contacted before the move, during the move, and after the move.
- [ ] Adequately insure your belongings.

Moving Day

- [ ] Carefully read the information on the estimate, bill of lading, inventory, and all other completed documents before you sign them.
- [ ] Accompany the movers as they inventory your household goods and resolve any questions regarding the condition of materials being moved.
- [ ] Inform the driver and the moving company of how you can be reached during the move.
- [ ] Be present to answer questions and give directions to the movers. Stay until they finish.
- [ ] Give the driver directions to your new house.
- [ ] Before the moving truck leaves, take one final look throughout the house to make certain nothing has been left behind.
- [ ] Keep the bill of lading until your goods are delivered, the charges are paid, and any claims are settled.

Delivery Day

- [ ] Pay the driver, according to the terms of your written binding or non-binding estimate, before your goods are unloaded.
- [ ] Be present to answer any questions and give directions.
- [ ] Supervise unloading and unpacking of your goods.
- [ ] Note on the inventory list all boxes or items that are damaged or missing before you sign any documents.

FMCSA develops, maintains, and enforces federal regulations that establish safe operating requirements for commercial vehicle drivers,carriers, vehicles, and vehicle equipment. FMCSA regulates interstate household goods movers and requires them to register with the agency. Its regulations assist consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers.

Federal Motor Carrier Safety Administration
1-800-832-5660 | TTY: 1-800-877-8339
www.protectyourmove.gov

FMCSA-ESA-03-005 Revised October 2022

ATLAS VAN LINES DISPUTE SETTLEMENT PROGRAM

Sponsored by the American Trucking Associations (ATA), Arlington, Virginia

What is Arbitration?
Arbitration is a dispute resolution process whereby a neutral arbitrator will resolve your dispute instead of a judge or jury in court.

The parties involved in the dispute agree to use a mutually selected arbitrator to review their dispute and resolve it by rendering a decision or award that is binding on the parties. Like litigation, arbitration is an adjudicative process designed to resolve the specific issues that will be submitted by you and your mover. However, arbitration differs from litigation in that it does not require conformity with the legal rules of evidence and the proceeding is conducted in a private rather than public forum.

Many parties choose to use arbitration for resolving their disputes to avoid the high costs of lawsuits. Often, a dispute can be arbitrated within a shorter time and at lower cost than by going to court.

How Does the ATA Program Work?
The American Trucking Associations (ATA) is a national trade association that represents carriers and agents in the household goods moving industry. ATA sponsors a dispute settlement program so that its members can comply with the Federal requirement of providing a fair and effective way to resolve disputes regarding articles in your shipment that you have claimed as lost or damaged during your move and/or whether you must pay additional charges that were billed to you by your mover after delivery of your shipment.

Forum administers our arbitration program. FORUM is an independent, non-governmental organization that is not affiliated with ATA or with any household goods moving company.

FORUM maintains a panel of independent and neutral arbitrators that include attorneys, law professors and former state and federal judges to resolve disputes. FORUM charges an administrative fee to arbitrate your dispute. The administrative fee, which is divided equally between the parties (unless your mover agrees to pay all or a portion of your share of the fee), is paid to FORUM; ATA does not receive any portion of the administrative fee. The parties to your proceeding will be you and your mover with FORUM acting as the neutral program administrator. Neither ATA nor any of its employees takes any role in the arbitration proceeding or has any influence in the outcome of the arbitrator's decision. (ATA serves only as a clearinghouse to make sure that your mover properly addresses your initial request for arbitration as required by the Federal statute.)

The arbitrator's decision that you receive from FORUM will be kept confidential. Federal law (Section 14908, Subtitle IV, Title 49 United States Code)?specifically prohibits an interstate carrier or its agent from disclosing information about your shipment without your permission, except in response to legal process issued under authority of a court of the United States or a State or to an officer, employee, or agent of the United States government. Therefore, ATA respects your right to privacy in such matters and will keep the results of your arbitration case confidential.

When is Arbitration Appropriate?
Disputes eligible for arbitration are unresolved claims on interstate shipments of household goods for individual consumers that may occur as a result of 1) loss or damage involving the articles contained in your shipment, or 2) additional charges that were billed to you by your mover after the delivery of your shipment.

While most disputed claims for loss and damage are eligible for consideration under the mandatory arbitration provisions, only certain types of disputed charges are eligible. Disputes regarding **charges that were collected by your mover when the shipment was delivered are not subject to mandatory arbitration.** However, disputes regarding **additional charges that were billed to you by your mover after your shipment was delivered are eligible for consideration** under the mandatory arbitration provisions.

For example, if you received a non-binding estimate from your mover for $7,000, you would be required to pay no more than 110% of this amount (or $7,700) at delivery for the services and quantities (weight) listed on your estimate. If your shipment weighs more than the estimated amount, your mover will invoice you for the additional amount after your shipment has been delivered. The amount of the additional billing is the amount subject to arbitration.

If you and your mover cannot resolve your dispute, you may request that arbitration be used to resolve your claim. Before arbitration can begin however, you must be sure that you have exhausted your remedies through the mover's regular claims process and that the mover has made its final offer to you. In accordance with Federal law and the terms of your Bill of Lading contract, your claim for loss or damage must be filed with your mover within nine months of delivery. The carrier must acknowledge your claim within 30 days of receipt, and within 120 days must pay, deny, make a settlement offer or advise you of the status of the claim and the reason for any delay in disposition. Your claim regarding disputed charges must be filed within 180 days of receipt of the mover's invoice.

Disputes involving other types of claims may be arbitrated under the program only if both you and your mover agree to do so.

What Are the Legal Effects of the Program?
Congress provides requirements for dispute settlement programs in Section 14708 of Title 49, United States Code, under the authority of the U.S. Department of Transportation. These requirements are reflected in the program rules. You should carefully consider the legal effects of binding arbitration before you decide to use the program.

Arbitration under this program is optional and voluntary for you, but not always so for your mover. Your mover must agree to your request for arbitration of disputed claims of $10,000 or less, if no settlement can be reached. However, if you request arbitration of a disputed claim over $10,000, your claim will be submitted to arbitration only if both you and your mover agree to arbitration. Once both you and your mover have signed the official forms and submitted the dispute to NAF for resolution, a neutral arbitrator will render a final decision.

The arbitrator's decision is legally binding on both parties and can be enforced in any court having jurisdiction over the dispute. Under the rules of the program, there is a limited right to appeal the arbitrator's decision; however, courts will not usually revise findings of fact or law in a binding arbitration award.

How Do I Request Arbitration?

You may request arbitration by writing to the **American Trucking Associations, Attention: Dispute Settlement Program, 80 M St. SE, Suite 800, Washington, DC 20003** or **moving.org/arbitration.** Your request to ATA may also be **703-838-1999** or **call 703-838-1700** Your request must be sent to ATA within 90 days after your mover has made its final written settlement offer or denial of your claim to you.

Along with your name, address and telephone number, the following information should be included in your request for arbitration:

- The name of your mover and the identification number (if any) of the shipment,
- The name your shipment moved under (if other than your own),
- The dates and locations where the shipment was picked up and delivered,
- The dollar amount you are seeking to recover through arbitration, and
- A brief description of your dispute, including how you believe your claim could be resolved by your mover.

Settlements are often achieved before the arbitration process begins. Therefore, do not include the administrative fee or detailed documents supporting your position with your initial request. Instead, ATA will request this information from you later if your dispute cannot be settled and your case proceeds to arbitration with NAF.

After ATA receives your information, ATA?will promptly notify your mover of your request for arbitration and, if the dispute falls within the program guidelines and a settlement is not achieved, ATA will forward to you the required forms and program rules. You will then have 30 days to complete the forms and return them to FORUM, along with your portion of the administrative fee. Then your mover submits its documentation and its portion of the administrative fee and the arbitration process begins. The arbitrator makes most decisions within 30 days of receiving all the necessary forms and documents.

What Can an Arbitrator Award?

The arbitrator may grant any remedy or relief the arbitrator feels is just and appropriate within the scope of the agreement between you and your mover and within the rules of the program. In general, the amount of any award may not exceed your mover's liability under the bill of lading, or in case of disputed charges, the total amount of disputed additional charges.

In reaching a decision, the arbitrator will consider the applicable laws and the provisions of the tariff, as well as applicable practices of the moving industry. Under the rules of the program, the arbitrator only has jurisdiction to consider claims for loss or damage to the household goods transported, disputed additional transportation and service-related charges assessed by the mover in addition to those collected at delivery, or such other disputes arising out of the transportation of the household goods that are mutually agreed upon, in writing, by both you and your mover. The arbitrator has no jurisdiction to consider any other claims, including, but not limited to:?consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any claim that cannot be arbitrated under law, such as allegations of criminal activity.

How Much Does Arbitration Cost?

The Administrative Fee charged by the FORUM is based on the total amount of the claim in dispute. When the amount of the claim is: **$10,000 or less, the fee is $800, Consumer's Share $375, Mover's Share $425; Over $10,000 up to $20,000 - $850, Consumer's Share $400, Mover's Share $450; Over $20,000 up to $30,000 - $900, Consumer's Share $425, Mover's Share $475; Over $30,000 up to $40,000 - $950, Consumer's Share $450, Mover's Share $500; Over $40,000 up to $50,000 - $1,000, Consumer's Share $475, Mover's Share $525; Over $50,000 - $1,000 plus three (3%) percent of the amount over $50,000, Consumer's Share $475 plus one-half of three percent (1.5%) of the amount over $50,000, Mover's Share $525 plus one-half of three percent (1.5%) of the amount over $50,000.**

The arbitrator may apportion the fee as part of the final award by determining which party shall pay the cost or a portion of the cost of the arbitration proceeding, including the cost of initiating the arbitration process. In other words, the arbitrator may decide to refund all, a portion or none of your administrative fee, depending on the circumstances of your dispute.

If you would like to receive more information on the Dispute Settlement Program, you may write to ATA at the address shown below and request a copy of the program rules and sample forms or log on to our web site at **www.moving.org/arbitration** for more information.

American Trucking Associations
Attn: Dispute Settlement Program
80 M St. SE, Suite 800, Washington, DC 20003
Phone 703-838-1700 • Fax 703-838-1999
www.moving.org

VALUATION OPTIONS: WHAT'S RIGHT FOR YOU?

Protect Your Belongings… By Choosing the Option that's Right for You.

Coverage Options for Your Shipment

Atlas provides two options for coverage for loss or damage to your household goods while they are in Atlas' care, custody and control. The value that you select sets Atlas' maximum liability for loss or damage to your goods. These levels of liability are not insurance agreements governed by the insurance laws, but instead are required by federal law for interstate shipments and are authorized under rulings of the Surface Transportation Board of the U.S. Department of Transportation.

Before you move with Atlas, you must decide how much your goods are worth and how much coverage you want for your shipment. If you do not sign for the level of coverage that you desire on your shipment documents, you will receive the default amount as discussed below.

- **Option 1 — Full Value Protection** is the most comprehensive plan available for protection of your goods. When you select this option, articles that are lost, damaged or destroyed will, at Atlas'option, be either repaired, replaced with articles of like kind and quality, or a cash settlement will be made for the repairs or for replacement of the articles at their current value, regardless of the age of the lost or damaged articles.

  Under this option, you have two choices for establishing Atlas' maximum liability on your shipment:

  1. You can select Full Value Protection based on the weight of your shipment. In this case, you will receive Atlas' default level of liability, which is $6.00 per pound times the weight of your shipment, with a minimum of $6,000. If your shipment is moving on a binding estimate, the estimated weight will be used to determine the amount of coverage for your shipment.

  2. You can declare a lump sum amount that is higher than the weight of your shipment times $6.00 per pound and more than $6,000. For example, you can declare the value of your shipment to be $50,000.

  The cost for Full Value Protection at $6.00 per pound will be included on your estimate form. If you want to declare a higher value, you must advise your salesperson of your request and you will be required to sign for the additional coverage you desire, subject to the applicable minimums. For example, if your shipment weighs 4,500 pounds, the minimum value that you must declare is $27,000 (4,500 pounds multiplied by $6.00 per pound). If you think that it will cost more than that to replace all of your shipment, you can declare a higher lump sum amount based on your estimate of that cost. The cost for this additional coverage is available on request and will be included in an estimate after you request it. If you do not declare a lump sum value, you will receive our default coverage ($6.00 per pound, with a minimum of $6,000 of coverage) subject to the charge for this level of coverage contained in our tariff.

  Atlas also offers two deductible options for Full Value Protection: $250 and $500 per shipment. The cost for Full Value Protection with a deductible is less than the cost without and will be shown on your estimate. However, if articles are lost, damaged or destroyed and the cost to repair or replace them is less than the deductible that you select, you will not be reimbursed such amount. If the cost is more than the deductible selected, the amount of the deductible will be deducted from amounts due to you.

- **Option 2 — Minimal Protection - 60 Cents Per Pound Per Article** is the most economical option available. This level of protection is provided at no additional cost; however, it only provides minimal protection. Under this option, Atlas assumes liability for no more than 60 cents per pound per article for loss or damage. This means that claims are settled based on the weight of the individual article(s) multiplied by 60 cents. For example, if a 10 pound stereo component valued at $1,000 were lost or destroyed, Atlas would be liable for $6.00 (10 pounds multiplied by 60 cents). Obviously, you should think carefully before agreeing to such an arrangement. This value option is considerably less than the typical value of household goods. There is no additional cost for this minimal protection BUT you must specifically sign for it in order to obtain it.

Storage-in-Transit. If all or a portion of your shipment is placed into storage-in-transit, the valuation amount that you have selected for your shipment will continue to apply while your shipment is in storage-in-transit. For Full Value Protection, there is an additional valuation charge for each 30-day period (or portion of such period) that your shipment remains in storage-in-transit. After a specified period of time (generally 180 days), your shipment will be converted from a shipment in storage-in-transit to a permanent storage shipment. At that time, you will need to make arrangements with the local agent for continued coverage for your shipment.

What You Must do to Declare a Value on Your Shipment

The Bill of Lading you will execute with Atlas will contain a place for you to make your valuation selection option. **If you do not sign for valuation, you will automatically receive Full Value Protection (at $6.00 per pound, minimum $6,000) with no deductible and will be charged for it.**

HIGH VALUE INVENTORY FORM

ATLAS VAN LINES, INC.
1212 ST. GEORGE ROAD, P.O. BOX 509
EVANSVILLE, INDIANA 47703-0509
(800) 252-8885 / (812) 424-2222
U.S. DOT No. 125550

ATLAS REGISTRATION NO.

Customer Name _____

Be sure to complete the description and estimated value sections on this form for all items in your shipment considered to be of high value or that may require additional attention, special packing, crating or handling. If no items are considered to be of high value or in need of additional attention, write **NONE** (and sign form appropriately). Examples of high value items or items needing additional attention - antiques, art (wall or standing), clocks, collectibles, collections, computer hardware or software, customized items, designer clothing or wardrobe accessories, exercise equipment, fine china, firearms, high end appliances/furniture, home audio/video system, hot tub, memory foam mattress, piano/musical instruments, silver ware, tanning bed, or other high value goods exceeding $3000.00 in value.

INVENTORY NUMBER	DESCRIPTION OF HIGH VALUE ITEMS	ESTIMATED VALUE	FOR ATLAS USE	NOTES/CONDITION ORIGIN	NOTES/CONDITION DELIVERY	CUSTOMER INITIALS ON RECEIPT
		TOTAL				

NO HIGH VALUE ITEMS IN THIS LOAD: _____

SIGNATURE OF CUSTOMER OR CUSTOMER'S REPRESENTATIVE

AT ORIGIN

I CERTIFY THE ABOVE LISTED INFORMATION TO BE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HAVE READ AND UNDERSTAND THE STATEMENT OF CUSTOMER RESPONSIBILITIES FORM.

SAMPLE

X _____
SIGNATURE OF CUSTOMER OR CUSTOMER'S REPRESENTATIVE DATE

_____
SIGNATURE OF ATLAS REPRESENTATIVE AGENT/PVO CODE DATE

AT DESTINATION

I ACKNOWLEDGE RECEIPT OF ALL ITEMS LISTED ABOVE. ALL ITEMS ARE IN THE SAME CONDITION AS WHEN TENDERED TO ATLAS, UNLESS EXCEPTIONS ARE NOTED ABOVE.

SAMPLE

X _____
SIGNATURE OF CUSTOMER OR CUSTOMER'S REPRESENTATIVE DATE

_____
SIGNATURE OF ATLAS REPRESENTATIVE AGENT/PVO CODE DATE

ESTIMATED VALUE DOES NOT DETERMINE THE ACTUAL VALUE OF THE GOODS. SHOULD A LOSS OCCUR, THE ACTUAL VALUE MUST BE ESTABLISHED BY THE OWNER OF THE GOODS. THE PURPOSE OF THIS FORM IS TO ASSIST YOU IN DETERMINING THE TOTAL VALUE OF YOUR SHIPMENT AND TO ASSIST ATLAS IN DETERMINING WHICH ITEMS NEED SPECIAL HANDLING AND PROTECTION.

DC 225009 (12/12)
Rev. E

TERMS AND CONDITIONS OF THE BILL OF LADING

This is the contract of carriage between Atlas Van Lines, Inc. ("we" or "us") and you, the owner(s) and/or shipper of the goods covered by this contract. If your goods are being moved under a contract between us and your employer or another party, the terms of that contract will apply, PROVIDED THAT, BY ACCEPTING DELIVERY OF THE SHIPMENT, YOU WILL BE LIABLE FOR THE PAYMENT OF ALL CHARGES IF THE EMPLOYER OR OTHER THIRD-PARTY DOES NOT PAY THEM. We agree to transport your household goods under the following terms:

1. All of the provisions of our tariffs (available on request), including those setting out the charges for your shipment, some of which may not be included on the front of this bill of lading, are incorporated into this contract.

2. We are not obligated to transport your shipment by any particular schedule, means or vehicle, other than with reasonable dispatch. We may deliver your shipment on any date within the delivery dates specified in this bill of lading. If we cannot make delivery at the address shown on this bill of lading or any other address of which you have notified us for any reason that is not our fault (including your failure to pay amounts due or unavailability to accept delivery on a date within the specified delivery dates), then we, at our option, may store your shipment at your cost in a warehouse selected by us in the general area of the specified destination.

3. You, upon tender of the shipment to us, and the person to whom the goods are to be delivered if different than you (the "Recipient") upon acceptance of delivery of the shipment from us, shall be liable, together and individually, to pay all charges due on account of the shipment pursuant to our tariffs. The extension of credit, if any, to either you or the Recipient for unpaid charges shall not relieve the other party of the obligation to pay the charges. YOU AND THE RECIPIENT ARE LIABLE TO US FOR A SERVICE CHARGE EQUAL TO 1% OF THE UNPAID CHARGES FOR THE SHIPMENT (MINIMUM $20.00) FOR EACH 30-DAY PERIOD THAT THE CHARGES REMAIN UNPAID AND FOR THE FULL AMOUNT INCURRED BY US IN COLLECTING ANY AMOUNT DUE ON YOUR SHIPMENT, INCLUDING COSTS AND ATTORNEYS' FEES.

4. Subject to the exceptions and limitations set forth below, we shall be liable for physical loss, damage or delay to your goods from external causes while we are transporting them or they are being held in storage-in-transit. We will not be liable for any such loss, damage or delay caused by or resulting from (a) your or the Recipient's act or omission; (b) defects in the goods or loss or damage that is unavoidable due to the nature of the goods, including susceptibility to damage because of atmospheric conditions and changes in those conditions, such as humidity or temperature; (c) hostile, warlike or terrorist activity, government action, strikes, lockouts or civil disturbances (all as further defined in our tariffs); (d) acts of God; and (e) with respect only to delays, highway obstructions, faulty, inadequate or impassable highways or bridges, lack of ferry capacity, or breakdowns or mechanical defects in vehicles or equipment (from any cause other than our negligence). In particular, we shall not be liable for and you shall indemnify us against loss or damage caused by the inclusion in your shipment of explosives or dangerous articles.

5. In addition, our liability will be limited by the valuation option that is selected by you or, if your employer or another party is paying for your move, by that party. Our maximum liability shall be: (a) the lesser of 60 cents per pound times the actual weight of any lost or damaged article or the actual loss or damage to the article if the shipment was released to us with liability limited to 60 cents per pound per article; (b) the greater of $6.00 per pound times the weight of the shipment or the declared lump sum value, in each case subject to a minimum of $6,000, subject to any selected deductible option and the specific terms of Item 1502 (Full Value Protection) of our tariff; or (c) if no value is declared, $6.00 per pound times the weight of the shipment, subject to the specific terms of Item 1502 (Full Value Protection) of our tariff. The weight used for determining the minimum valuation shall be the actual weight or, if the shipment is transported pursuant to the terms of Item 1501 (Binding Estimate Program) of our tariff, the estimated weight. The terms of our tariffs contain more complete explanations on the limits of our liability, give us the option to repair or replace items on which claims are made and set specific limits on certain items, e.g. automobiles.

6. In order to be able to recover any amount from us, you must file a written claim with us for any loss, damage, injury or delay. We must receive your claim at our headquarters within nine months after delivery of your shipment. In the event of loss of the entire shipment we must receive your claim within nine months from the date your shipment should have been delivered. You must file any lawsuit within two years and one day from the date when we give you written notice that we have disallowed your claim or any part of it. We may not pay your claim if there are charges due on your shipment. If your claim is for an overcharge, you must contest the charges with us within 180 days of receipt of the initial bill for the charge and file a lawsuit within 18 months from delivery of your shipment. When you do not file a claim or lawsuit within the time periods indicated, we will not be liable to you and the claim will not be paid. Our tariffs include information required to be included in a claim.

7. This contract applies to you and to anyone else claiming any interest in the goods. Unless you specifically advise us otherwise, you authorize any person who releases your shipment to us at origin or accepts it at delivery to act for you and sign any document in connection with your shipment. If no one is authorized to act for you, you may be required to be present in person.

Atlas

go new places.®

Atlas Van Lines, Inc.
1212 St. George Road • Evansville, IN? 47711
800-847-6683
www.atlasvanlines.com

Notice: Atlas Van Lines, Inc. is an interstate motor carrier. Each affiliated agency is independently owned and operated. An affiliated agency represents Atlas for **interstate** (from one state to another) moves only. **Local** and **intrastate** (within a single state) moves are not provided as an agent of Atlas. Questions concerning local and intrastate moves should be directed to your local agency representative, not to Atlas Van Lines, Inc.

TM & © 2026 AWGI LLC

Atlas Van Lines, Inc. U.S. DOT No. 125550
D.C. 216002 Digital Version (0926)
Rev. S