

CONSUMER'S EDGE

CONSUMER PROTECTION DIVISION, MARYLAND OFFICE OF THE ATTORNEY GENERAL

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HIRING A MOVER? PROTECT YOURSELF!

Moving can be stressful. Even more so when dealing with dishonest movers. Consider this example:

A woman hired a moving company that gave her an over-the-phone estimate of \$348 to move her goods from Hyattsville to Greenbelt. After all of her goods were loaded onto the truck, the movers demanded \$1,279 before they would unload her goods. They demanded almost \$800 for packing materials and an additional fee for using a credit card. When she could not afford to pay, the movers hijacked her belongings, including medicines and medical devices for her daughter who suffers from several disabilities, and held them hostage, later demanding even more money in storage fees and redelivery fees.



Unfortunately, too many Maryland consumers face similar situations – lowball estimates followed by final bills several times higher, loaded with hidden fees. Many people end up paying the sky high demands because they see no alternative—they need their stuff! That is why it is important to know your rights. Maryland has strong protections for you when you move within the State.

Different laws govern moves over state lines (“interstate moves”) and moves within Maryland.

Are You Moving from One Maryland Address to Another Maryland Address? Here Are Your Rights Under Maryland Law:

Mover Must Provide a Written Estimate: The mover must provide you with a written estimate, which must separately state every charge that you may be asked to pay, and the amount of each charge. The written estimate must state whether it is binding (you pay exactly the amount shown on the estimate) or non-binding (the price may change slightly depending on the circumstances).

There is a Limit on How Much They Can Charge You: In Maryland, the amount that you can be charged is capped, based on your estimate.

- For a “non-binding estimate”: A mover **cannot charge you more than 125% of your estimate.**
 - For example, if you received a non-binding estimate for \$400, do not pay more than \$500.
 - *Though it is *extremely unlikely* that this comes up, a mover may be able to charge you more than 125% if an unforeseeable circumstance arises that neither you nor the mover could have predicted or controlled and it impedes the move. This does not come up often. Predictable things like traffic, lack of an elevator, or you having more stuff than the mover thought do not qualify.
- For a *binding estimate*: A mover **cannot charge you a penny more than your estimate.**
 - For example, if you received a binding estimate for \$400, do not pay more than \$400.

Movers CANNOT Take Away Your Goods: Once a mover has possession of your goods, they have to deliver them to you. **NO EXCEPTIONS.** That is true whether you pay on delivery or not. If a mover threatens not to deliver your goods, call the police.



Watch Out For:

- **Movers who charge by the hour:** No matter how long a move takes, movers cannot charge you more than 125% of your non-binding estimate or more than 100% of your binding estimate.
- **Movers who give estimates over the phone:** In-home estimates lead to the most accurate estimates because they allow the movers to physically survey your goods. Many movers provide this service for free.
- **Movers who give estimates without asking many questions:** If you cannot arrange for an in-home estimate, then give as much detail as possible over the phone or online. Beware of movers who ask a few general questions and then provide an estimate – they might try to blindside you on moving day with higher charges.
- **Hidden charges:** Estimates for all goods and services that may be provided must be included in your estimate. This includes things like packing fees, additional charges for heavy items, charges for packing materials, and credit card fees.
- **Lowball estimates:** Some scam movers get their foot in the door with low estimates and then raise the bill at the end of the move. Remember, you are not obligated to pay more than 125% of a non-binding estimate or 100% of a non-binding estimate. But that may not stop scammers from trying to charge you more. Assert your rights.

Never sign a blank or incomplete estimate: Movers cannot make you to sign blank or incomplete estimates. Shady movers may use blank or incomplete estimates to change the terms of your move, including the cost, without your knowledge or consent.

Shop around: Get several estimates. Ask people you know for recommendations. And check with the Consumer Protection Division to find out if the company has complaints on record: (410) 528-8662.

Are You Moving Across State Lines?

If you are moving out of Maryland, or into Maryland from another state, then federal law governs your move, not the Maryland law described above. Federal law has some important differences from Maryland law.

Understanding Interstate Moves (from one state to another):

In-home estimate: If you are moving from a location within a 50 mile radius of your mover's place of business, the estimate must be based on a physical survey of your household goods, unless you waive this requirement in writing before your shipment is loaded.

“Your Rights and Responsibilities” Booklet: An interstate mover is required to give you a copy of the booklet “Your Rights and Responsibilities When You Move,” prepared by the Federal Highway Administration. You can view it at <https://www.fmcsa.dot.gov/protect-your-move/consumer-rights>

Written estimate: Movers must give you a written estimate of your moving cost. For interstate moves, you will receive either a binding estimate or a non-binding estimate.

- **Binding (aka “flat rate”) estimates CANNOT increase:** If you get a binding estimate, you cannot be made to pay more than the amount on the estimate.
- **Non-binding estimates CAN increase:** Non-binding estimates under federal law are very different from non-binding estimates under Maryland law. Interstate moving charges are based on the actual weight of your goods. So, regardless of what your estimate says, you are responsible for paying based on the actual weight of your goods, the services provided, and the mover's published “tariff.” A “tariff” is the amount a mover charges per pound of goods moved. So, an inaccurate estimate may bear no resemblance to your final bill.
 - 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.
 - **The maximum payment due on moving day is 110% of a non-binding estimate:** Under a non-binding estimate, the mover cannot require you to pay more than 110 percent of the original 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.



Can a mover withhold delivery of your goods on an interstate move?:

- Perhaps. Your mover cannot withhold your shipment as long as you pay the amount requested, up to 100 percent of a binding estimate or up to 110 percent of a non-binding estimate. But if you fail to pay 100 percent of the charges on a binding estimate or up to 110 percent on a non-binding estimate, your mover may place your shipment in storage at your expense until the required charges (including the cost of the storage) are paid.
- **Your mover must provide you with:**
 - An inventory of all of your goods they are moving,
 - A “bill of lading,” which is a contract between you and the mover for moving your goods,
 - A final bill and official weight tickets from certified scales showing the actual weight of your goods.
- **Protection for Lost and Damaged Items:** Most movers have a standard liability coverage for customers’ lost and damaged items. This is called “valuation,” and it is not insurance. Valuation pays a mere 60 cents per pound of damaged or lost goods. For example, if the mover broke a one pound laptop, they would only pay you 60 cents for it. This coverage is virtually valueless, so you may want to consider purchasing better coverage. The mover may offer you the option to buy a higher level of valuation that would pay for the actual value of your items or replacement cost. Even better, you could obtain insurance from your own insurance carrier. If you have homeowner’s insurance, check to see if your policy covers loss or damage during moves.
- **Watch out:** 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.
- **Disputes:** If you have a dispute with your mover, you can either file a suit in court, or you have the right to request arbitration from your mover. All interstate 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 an order for service.

More Information on interstate moving is available at <https://www.fmcsa.dot.gov/protect-your-move> and be sure to look out for red flags of moving fraud at <https://www.fmcsa.dot.gov/protect-your-move/red-flags>



HOW TO CONTACT US

Consumer Protection Division

200 St. Paul Place, 16th Fl., Baltimore, MD 21202

- **General Consumer Complaints:** 410-528-8662
Toll-free: 1-888-743-0023 TDD: 410-576-6372
9 a.m. to 3 p.m. Monday-Friday
www.marylandattorneygeneral.gov/Pages/CPD/
- **Health Consumer Complaints:** 410-528-1840
Toll-free: 1-877-261-8807 TDD: 410-576-6372
9 a.m. to 4:30 p.m. Monday-Friday
www.marylandcares.org
- **For information on branch offices** in Largo, Salisbury, Hagerstown, and a full list of offices across Maryland, visit: www.marylandattorneygeneral.gov/Pages/contactus.aspx

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