



# Handle with Care:

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## Protecting Your Belongings in a Move

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No one would deny that moving is a very stressful time in life. Pulling up roots and trying to set up again in a new place is never easy. So imagine how much worse it can be if your movers are responsible for substantial damage or loss to your belongings!

This is a nightmare scenario that happens to people every day. Unfortunately, very few of those people have done their homework and understand their rights and responsibilities during a move. The vast majority have no idea how poorly protected they are until the worst happens to them — and by then, it's too late.

To start with, a distinction must be made between two types of moves: interstate moves and intrastate moves. Interstate moves are those made from one state to another. Those moves are governed by federal laws and regulations, and are not the main focus of this article.<sup>1</sup> Intrastate moves are moves made between two points within the State of Texas. These moves are governed by Texas statutes and regulations, set forth by the Texas Department of Transportation (commonly referred to as TxDOT). Although TxDOT requires that every consumer be given a copy of its official form, "Your Rights and Responsibilities When You Move in Texas," by the mover prior to signing the contract,<sup>2</sup> few people take the time to carefully read the form and understand how heavily weighted the regulations are in favor of the movers and against the consumers.

For example, did you know that the maximum liability a mover has for damage or loss to your belongings is 60¢ per pound per item, unless you contract before the move for a higher limit of liability, or purchase additional insurance?<sup>3</sup>

Think about that for a moment: if you purchase no additional coverage, and your mover damages your 50-pound plasma screen HDTV beyond repair, then the most the mover can be held liable for by law is \$30.00, for a television with fair market value probably over \$1,000.00! To use another example, if the mover improperly packages a box of women's shoes and an expensive pair of Pradas gets badly water-damaged, the most the mover will be liable for is \$1.20, since the combined weight of the pair is likely no more than two pounds.<sup>4</sup>

The obvious solution is for the consumer to contract with the mover for a higher limit of liability and/or purchase optional insurance for additional coverage. Sadly, too many consumers neglect to do so beforehand, thinking, "What could go wrong?" and later come to find out: a lot!

Make sure to find out, at the time you get the mover's written estimate or proposal for the cost of your move, how much extra it will cost for higher liability limits and what additional insurance the mover offers or can recommend through other companies.

You should also read and be aware of the claims process if it becomes necessary for you to file a claim for loss or damage to your belongings. As the TxDOT form will explain if you read it thoroughly, you must file a claim in writing with the mover, within 90 days of delivery of your belongings to their final destination; if you don't, the mover can and likely will deny your claim.<sup>5</sup> A verbal notice to the mover does not trigger the mover's obligation to investigate or pay the claim; the statute specifically says the claim must be written. It must also be detailed, describe the nature of all loss or damage, and request a specific remedy.<sup>6</sup>

Also, you may not use damage or loss to your goods to offset or reduce payment of what you owe for the moving services. The statute makes clear that payment of the moving charges is due upon delivery and the claims process must be handled separately, through the procedure described above.<sup>7</sup> As a service to the consumer, TxDOT offers free mediation (i.e., a meeting to explore possible settlement, but not to impose a judgment) between the consumer and mover, at the consumer's request.<sup>8</sup>

In some limited cases, a consumer may have additional remedies under the law. For example, suppose a mover contracts or agrees to provide a certain service, such as temporary storage of your belongings in a secure, climate-controlled unit, and then fails to do that (e.g., by storing your goods in an unsecured unit exposed to the elements). If this failure results in damage to your belongings, you may be able to pursue additional recovery through consumer protection statutes, such as the Texas Deceptive Trade Practices - Consumer Protection Act (also known as the DTPA). Under the DTPA, consumers may be awarded their damages and attorney's fees for breaches of warranty or acts of fraud by a business; those damages may be doubled or tripled if the consumer can prove that the business's acts were knowing or intentional.<sup>9</sup>

Such cases are rare, however, and very difficult to prove. The much more common scenario is simple lack of care by the mover, for which the only remedy is 60¢ per pound per article for loss or damage, as detailed above.

Now that you know the basics about the laws and regulations governing intrastate movers, make sure you adequately protect yourself when using a company to make such a move. Approach the contracting process the same way you would a box full of your best China: handle with care!