

3. Fails to notify the consumer of the impossibility of meeting the promised date of service by written notice or by telephone no later than 12:00 noon on the promised date, or, if impractical under the circumstances, at the earliest possible time, and fails to offer the consumer the option of:

- i. Accepting service at a specified later time;
- ii. Allowing a subcontractor to perform the moving services;
- iii. Accepting substituted service by another licensed carrier. In the event this option is accepted the consumer shall be charged according to the filed tariff of the public mover performing the substituted service; or
- iv. Cancelling the moving contract and receiving a refund of all monies paid on account for the contract less any reasonable charges for services already rendered based solely on the rates and charges set forth in the public mover's tariff.

(b) For the purposes of this section, "impossibility of meeting the promised date of service" shall refer to forces beyond the control of the public mover including, but not limited to, such things as acts of nature and labor stoppage.

Amended by R.1992 d.199, effective May 4, 1992.  
See: 24 N.J.R. 341(a), 24 N.J.R. 1800(a).

Revised (a).

Amended by R.1994 d.395, effective August 1, 1994.  
See: 26 N.J.R. 1758(a), 26 N.J.R. 3182(a).

Recodified from N.J.A.C. 13:44D-4.6 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

In (a), rewrote the introductory paragraph and substituted references to consumers for references to shippers throughout. Former N.J.A.C. 13:44D-4.9, Collection of tariff charges where the shipment has been destroyed, recodified to N.J.A.C. 13:44D-4.12.

#### 13:44D-4.10 Labor and equipment

A public mover shall supply only such labor and equipment which would reasonably be expected to be necessary to properly perform the moving services indicated on the original estimated cost of services form. Any changes in the number of men and/or amount or type of equipment to be employed or utilized must be approved in writing and in advance by the consumer and the public mover.

Recodified from N.J.A.C. 13:44D-4.7 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Substituted "consumer" for "shipper" preceding "and the public mover". Former N.J.A.C. 13:44D-4.10, Liability for damage to shipper's goods, recodified to N.J.A.C. 13:44D-4.13.

#### 13:44D-4.11 Warehousing

(a) The exact address of the warehouse where the consumer's goods are to be stored shall be indicated on the estimated cost of services form, bill of lading, if any, and

warehouse receipt. In the event the consumer's goods are to be moved, in whole or in part, to another warehouse, the public mover and/or warehouseman shall, 30 days in advance of the transfer, notify the consumer by registered mail and provide him or her with the address of the proposed warehouse and any differences in insurance coverage between the contracted-for warehouse and the new proposed warehouse. The public mover and/or warehouseman shall also, in advance of any transfer, secure the consumer's written approval or grant the consumer the option of removing his or her possessions without penalty.

(b) Any public mover and/or warehouseman utilizing a self-storage facility shall so notify the consumer in writing before entering into a contract for storage.

(c) A public mover and/or warehouseman shall give the consumer no less than 30 days written notice by registered mail before increasing the fees to be charged for storage and shall provide the consumer the option of removing goods from storage without penalty prior to increasing such fees.

(d) A public mover and/or warehouseman shall provide the consumer access to his or her possessions and goods upon 48 hours notice to the public mover and/or warehouseman. The public mover and/or warehouseman may require payment of all outstanding charges and access fees, as provided by his or her tariff, before allowing the consumer access.

(e) A public mover and/or warehouseman shall not store the goods of a consumer engaged in an intra-State move in an out-of-State warehouse.

(f) A building, any part of which is being used for the storage of goods, shall meet all state and local building and fire codes.

Amended by R.1994 d.395, effective August 1, 1994.

See: 26 N.J.R. 1758(a), 26 N.J.R. 3182(a).

Recodified from N.J.A.C. 13:44D-4.8 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Substituted references to consumer for references to shipper throughout. Former N.J.A.C. 13:44D-4.11, Claims procedures, recodified to N.J.A.C. 13:44D-4.14.

#### Case Notes

Licensed mover improperly engaged in storage business; civil penalty assessed. In Matter of Suspension or Revocation of License of Cucuzza. 92 N.J.A.R.2d (BDS) 13.

#### 13:44D-4.12 Collection of tariff charges where the shipment has been destroyed

The public mover shall not collect, or require a consumer to pay, any tariff charges on any shipment that is totally lost or destroyed. The consumer shall, however, remain liable for any and all insurance premiums agreed upon by the consumer and the public mover.

Recodified from N.J.A.C. 13:44D-4.9 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Inserted "public" preceding "mover" in the second sentence and substituted "consumer" for "shipper" throughout.

### 13:44D-4.13 Liability for damage to consumer's goods

(a) The public mover and/or warehouseman shall be liable for physical loss, destruction, or damage to any articles of the consumer during transit and/or storage, except when:

1. The damage was caused by the consumer or was the result of the consumer's negligence;
2. The damage was caused by a defect in the article, including any susceptibility to damage because of exposure to any changes in temperature or humidity which were not caused by the public mover or warehouseman;
3. The damage was caused by a hostile or warlike action occurring in a time of peace or war.
4. After warning the consumer of the possibility or likelihood of damage, because of strikes, lockouts, labor disturbances, riots, or civil commotions, the consumer, in a signed writing, instructs the public mover or warehouseman to proceed with the transportation or storage notwithstanding such risks; or
5. The damage was caused by an act of God.

(b) Where the basis for excusing the liability of any public mover and/or warehouseman is based upon any portion of (a) above, the burden shall rest with the public mover and/or warehouseman to prove the truth of allegations to the satisfaction of the Director unless the consumer, in a signed and notarized writing, agrees to the public mover's and/or warehouseman's claims.

(c) The public mover or warehouseman shall not be liable for any loss or damage occurring after the property has been delivered to the consumer or the consumer's authorized agent.

Amended by R.1999 d.237, effective August 2, 1999.

See: 31 N.J.R. 1288(a), 31 N.J.R. 2223(b).

In (b), substituted a reference to the Director for a reference to the Board.

Recodified from N.J.A.C. 13:44D-4.10 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Substituted "and/or" for "or" and substituted references to consumers for references to shippers throughout.

#### Case Notes

When residential goods are damaged in shipment, public mover must disprove negligence. *Kovner v. Banfield*, 243 N.J.Super. 542, 580 A.2d 1090 (A.D.1990).

Documents were insufficient to disprove negligence. *Kovner v. Banfield*, 243 N.J.Super. 542, 580 A.2d 1090 (A.D.1990).

### 13:44D-4.14 Claims procedures

(a) If a consumer wishes to file a claim for damage to goods occurring during a move or while in storage, the consumer shall so notify the public mover and/or warehouseman in writing. Within seven days of receiving such notification, the public mover and/or warehouseman shall forward to the consumer the appropriate claim forms.

(b) All claims for loss, damage or overcharge shall be submitted in writing to the public mover and/or warehouseman within 90 days of the consumer's receipt of his or her goods. All claims shall be accompanied by the original paid bill of lading.

(c) Where the claim involves either overcharging or partial loss, damage or destruction of a consumer's goods, the consumer shall pay in full the amount appearing on the original bill and shall submit the paid bill or original paid bill of lading with the written claim, pursuant to (a) above.

(d) Where the claim involves the loss, damage or destruction of the entire shipment, the consumer is liable for only the insurance premiums agreed upon in accordance with N.J.A.C. 13:44D-4.11.

(e) The public mover and/or warehouseman and consumer shall settle all claims within 90 days of the receipt of the completed claim form. This 90 day period may be extended by 30 days if both the public mover and/or warehouseman and the consumer agree in writing to an extension. The public mover shall maintain the signed agreement to extend this period in his or her records for two years.

Amended by R.1999 d.237, effective August 2, 1999.

See: 31 N.J.R. 1288(a), 31 N.J.R. 2223(b).

In (e), substituted a reference to the Director for a reference to the Board.

Recodified from N.J.A.C. 13:44D-4.11 and amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

Rewrote the section.

### 13:44D-4.15 Short-notice move or warehousing

(a) Pursuant to N.J.A.C. 13:44D-4.1, 4.2 and 4.3, a public mover and/or warehouseman shall not perform a move, or provide warehouse property, on the same day a consumer contacts the mover and/or warehouseman except as provided in (b) below.

(b) A public mover and/or warehouseman may only perform a short-notice move or warehousing if:

1. The consumer has been evicted from his or her residence or office and needs to move or store his or her property within 24 hours of the eviction;
2. The consumer's residence or office has been damaged by fire and he or she needs to move or store his or her property within 24 hours of the fire;

3. The consumer contracted for a move or warehousing on that day and the other mover and/or warehouseman did not arrive to perform the move or warehousing; or

4. The total cost to the consumer of the move or warehousing, including tips or gratuities, will not exceed \$500.00.

(c) A public mover and/or warehouseman who performs a short-notice move or warehousing shall issue all forms required by N.J.A.C. 13:44D-4.1, 4.2 and 4.3, as appropriate. A public mover and/or warehouseman who performs a short-notice move or warehousing need not provide documents 24 hours prior to the move as required by N.J.A.C. 13:44D-4.1, 4.2 and 4.3.

(d) A public mover and/or warehouseman who performs a short-notice move shall obtain documentary proof that the consumer was evicted from the residence or office, had to move on account of a fire, had contracted with another mover for a move on that day or that the cost of the move or warehousing did not exceed \$500.00. The public mover and/or warehouseman shall maintain this documentary evidence as part of his or her records for at least three years.

New Rule, R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

## SUBCHAPTER 5. FORMS

### 13:44D-5.1 Forms

(a) The form set forth in Appendix A is incorporated by reference as part of these rules and shall be adhered to, except that the public mover and/or warehouseman may add information such as business name and logo to indicate the company that has provided the brochure to the consumer.

(b) The forms set forth in Appendices B through F are samples only, intended to demonstrate the information and type size that is required to be included on the front page of each document. All forms and contracts, however, used by licensees in transactions for the personal, family or household purposes of a consumer shall comply with the Plain Language Law, N.J.S.A. 56:12-1 et seq.

Amended by R.2004 d.203, effective June 7, 2004.

See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).

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## APPENDIX A

**IMPORTANT NOTICE TO CONSUMERS USING PUBLIC MOVERS AND WAREHOUSEMEN****FORWARD**

**Please read this brochure carefully. The public mover and/or warehouseman you have engaged is required by law to provide this brochure to you.**

For your protection, please obtain the complete and correct name, business address, license number and telephone number of the mover and/or warehouseman who is to transport and/or store your shipment. If you are moving from one location to another within the State of New Jersey, the mover you engage must be licensed by the State of New Jersey. To confirm that the mover you engage is licensed, please call 1 (973) 504-6442 or 1 (973) 504-6512.

**ESTIMATES**

The mover is required to physically survey your goods prior to calculating an estimate. After physically surveying your goods, a mover is required by law to provide to you a written estimate of the costs of a move at least 24 hours prior to conducting a move. The only exception to this is when the mover is performing a "short-notice move." Please ask the mover to include all charges he will make on the estimate. The mover may offer you either a "binding estimate" or a "non-binding estimate." The estimate form you receive should clearly indicate whether the estimate is binding or non-binding.

A non-binding estimate is not a contract and will not bind you to using that mover. The mover will ask you to sign a non-binding estimate. You should sign and date it for your own protection. The costs assigned in a non-binding estimate are based upon the tariff rates that the mover has filed with the Office of Consumer Protection. Remember that the mover cannot determine exactly what your move will cost until the move is complete (if the charge is based on an hourly rate) or until the shipment is weighed (if the charge is based on weight). The estimate may increase, for example, if you decide to move additional items, failed to pack the goods you said you would pack, or if moving your goods into your new home is time-consuming because you failed to tell the mover you were moving to the third floor of a building or that he could not park his truck immediately outside.

A binding estimate is a contract which contains a calculation of the cost of a move and requires the mover to perform the move for the price shown on the binding estimate form. A binding estimate must describe the goods to be moved and the accessorial services to be performed. A mover who uses a binding estimate may charge you more than his tariff rates. The benefit of using a binding estimate for you is that you will know exactly what your move will cost, because the mover cannot charge you any more than his binding estimate unless you ask for additional services on the day of the move.

When a mover is performing a short-notice move, he is still required by law to physically survey your goods and provide a written estimate. The mover is not, however, required to provide this estimate 24 hours prior to the move. A mover performing a short-notice move may provide an estimate on the day of the move. A short-notice move may only be performed if you have been evicted and you need to move your property within 24 hours of the eviction, your residence or office has been damaged by fire and you need to move your property within 24 hours of the fire, you contracted with another mover and he didn't arrive or the total cost to you for the move does not exceed \$500.00. The mover is required to follow all other statutes and regulations regarding moving when providing a short-notice move. A mover performing a short-notice move will offer you either a binding estimate or a non-binding estimate; these estimates are identical to estimates given under normal circumstances, except they do not need to be provided 24 hours prior to the move.

**MOVER'S RESPONSIBILITY FOR LOSS AND DAMAGE**

Unless you have additional insurance, the mover is, in most cases, only required to reimburse you for any damages to your belongings at the rate of \$.60 per pound. For example, if you have a vase valued at \$1,000 but it only weighs two pounds, the mover is, in most cases, only required to reimburse you the sum of \$1.20. For your own protection, consider discussing with your insurance agent whether you should purchase additional insurance from the mover or confirm that an existing insurance policy would protect your goods in transit or storage. If you decide to purchase insurance through the mover, the mover must issue you a certificate of insurance (sometimes called "an advice of coverage") as proof of purchase which must be fully completed with all the policy's terms.

When purchasing insurance, consider:

1. Whether to insure for actual or replacement value. For example, if you purchased a sofa in 1996 for \$500.00, do you want to insure it at actual value (\$500.00) or replacement value (probably a higher figure).
2. Whether you want to insure for the total valuation of your shipment. For example, if your total shipment value is \$50,000, and you only take out \$25,000 in insurance, you will only receive half the value of any damaged item.

**LOST OR DAMAGED ARTICLES**

Be sure to check your goods as they are delivered. You should note any lost articles or damages on the bill of lading which you will sign on completion of the delivery. If you discover other loss or damage report this to your mover immediately because the mover is not required by law to handle claims made more than 90 days after the move. If you suspect your goods have been stolen, you should report this to the police immediately.

**BILL OF LADING**

Before your shipment leaves the point of origin, you should obtain from the public mover a bill of lading signed by you and the public mover. Be sure that this shows the public mover's name, address, license number and telephone number at which you can reach the public mover, and an address and telephone number furnished by you to which the public mover can send messages regarding your shipment while it is in his possession, the location from and to which your goods are moving, the date of loading, date of delivery, storage instructions (if any) and the declared or released valuation of the goods. The bill of lading will list all the actual charges you have to pay for services rendered by the mover.

**HOURLY MOVES**

If the public mover's rates are determined by the hour, the mover will require you to sign for the start and finish time of the actual working hours (subject to the mover's minimum number of hours). You will note and initial on the bill of lading the time your truck arrives at your origin and again note and initial the time the men deliver the last piece into your new residence. To this time you will add the appropriate travel time, if travel time is applicable, and deduct for time spent by the movers for lunch or for time spent for any breakdown of the vehicle, and for any time spent in excess of normal for the truck being "lost" en route to your new residence. Any accessorial charges will be in addition to the hourly charges.

**WEIGHT MOVES**

If the public mover's transportation charges are determined on the basis of weight of your shipment and miles traveled, the public mover will weigh its empty vehicle prior to the loading of your goods. This weight will be the TARE WEIGHT. After loading your goods, the vehicle will again be weighed and this is the GROSS WEIGHT. The difference between the GROSS WEIGHT and the TARE WEIGHT is the NET WEIGHT. The NET WEIGHT is the weight for which you will pay transportation charges. If your shipment weighs less than 1,000 pounds, the mover may weigh it prior to loading by using a portable scale or use an estimated weight based on cubic feet. Some movers may have minimum weight requirements. The weight tickets obtained by the mover must have a seal on them showing that the truck scale used is approved by the NJ Bureau of Weights and Measures. You are permitted to follow the loaded truck to the weigh station to view your weighing.

**PAYMENT AND DELIVERY**

The mover usually requires payment in cash, money order or certified check. Check with your mover when he performs the physical survey of your goods as to what form of payment he requires so that you are prepared to pay on the day of the move. Unless you and your mover agreed to a

binding estimate, the mover may charge you more than his estimate; you should be prepared to pay more than the estimate.

**PREPARING ARTICLES FOR SHIPMENT**

Some articles such as stoves, refrigerators, washing machines, computers, copiers, and other electronic devices, may require disconnection and usually special servicing to protect their mechanisms during shipment. Similarly, some items, such as pool tables and grandfather clocks, may need special handling to protect them during shipments. It is your responsibility to have this done. Some public movers, upon request, will arrange to have this service done at your expense. You should arrange to take down all blinds, draperies, window cornices, mirrors, and other items attached to the walls, and to take up carpets which are tacked down. The charge for such service is not included in the transportation charge and may be performed by the public mover only at an extra per-hour charge. The mover should be advised prior to your moving date that these services are needed. Under no circumstances should you pack jewelry, money, valuable papers or items of sentimental value with your other belongings, or pack any matches, flammables, perishables, or other dangerous articles. The mover will not be responsible for these items should they be transported without his knowledge.

**PACKING**

You may pack your own belongings into boxes, crates, etc. or you may have the mover pack your goods for you. Please remember that the mover is not responsible for damage to any goods you pack yourself. The mover can also refuse to transport goods you have packed yourself if he feels he cannot transport them safely. When the mover performs the physical survey, make sure you ask whether the charge for packing and unpacking are included in the price. If you decide to pack your goods yourself, remember that the mover will charge you more than the estimate if you fail to pack all your goods in time and the mover has to do this for you.

**TARIFFS**

Every mover must file a document containing his rates charges and rules called a "tariff" with the State. Tariffs are open to public inspection and you may examine them at the mover's office or the Office of Consumer Protection, by appointment, during normal business hours. The mover may only require you to pay his charges as listed in the tariff with 2 exceptions: (1) he may always charge you less than his tariff; and (2) he may charge more than his tariff if you have agreed in advance to a binding estimate. No mover may impose a charge unless it is listed in his tariff. Such charges may include packing and unpacking, providing boxes and packing materials, specific charges for large or heavy items such as pianos or snowmobiles.

Public Movers and Warehousemen are regulated by the Office of Consumer Protection, 124 Halsey Street, PO Box 5028, Newark, NJ 07101. If you have a question concerning the mover or warehouseman, or wish to lodge a complaint, please call 1 (973) 504-6442 or 1 (973) 504-6512. You may also visit the Office of Consumer Protection's website at [www.state.nj.us/lps/ca/ocp.htm](http://www.state.nj.us/lps/ca/ocp.htm).

#### GLOSSARY OF MOVING TERMINOLOGY

"Bill of lading" means a receipt given to a consumer by the public mover for all of the cargo picked up from the consumer by the public mover and moved to another point.

"Binding estimate" means a contract which contains a calculation of the cost of a move made after the mover has made a physical survey which clearly describes the goods to be moved and the accessorial services to be performed and which binds the mover to the charges shown on the binding estimate form.

"Non-binding estimate" means an approximation made by the public mover and/or warehouseman of the cost of the shipment and/or storage made after a physical survey.

"Order for Service" means the contract which the consumer receives from a public mover and/or warehouseman at least 24 hours prior to the move with a non-binding estimate.

"Short-notice move" means performing a move on the same day that a consumer requests services from a public mover and/or warehouseman.

"Tariff" means a schedule of the rates, charges, classification ratings, terms and conditions of the public mover and/or warehouseman.

"Warehouse receipt" means a receipt given to a consumer by a warehouseman for all of the consumer's goods stored in the warehouseman's facility.

Repeal and New Rule, R.2004 d.203, effective June 7, 2004.  
See: 35 N.J.R. 1764(a), 35 N.J.R. 2836(a), 35 N.J.R. 4044(a), 36 N.J.R. 2762(c).