

## 54 N.J.R. 628(b)

VOLUME 54, ISSUE 7, APRIL 4, 2022

### RULE ADOPTIONS

#### Reporter

54 N.J.R. 628(b)

*NJ - New Jersey Register > 2022 > APRIL > APRIL 4, 2022 > RULE ADOPTIONS > LAW AND PUBLIC SAFETY -- DIVISION OF CONSUMER AFFAIRS*

#### Agency

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LAW AND PUBLIC SAFETY > DIVISION OF CONSUMER AFFAIRS > PUBLIC MOVERS AND WAREHOUSEMEN

#### Administrative Code Citation

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**N.J.A.C. 13:44D Appendix**

#### Text

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##### Notice of Administrative Corrections

##### Important Notice to Consumers Using Public Movers and Warehousemen

Effective Date: March 4, 2022.

**Take notice** that the Division of Consumer Affairs (Division) has corrected certain mistaken references to requirements for movers at N.J.A.C. 13:44D Appendix.

The Appendix sets forth the text of the brochure that licensees are required to provide to consumers. This text restates provisions at N.J.A.C. 13:44D that consumers should be aware of prior to engaging the services of a licensee. The Director of the Division has identified instances where the brochure does not accurately reflect regulatory provisions.

In the section on estimates, the Appendix incorrectly states the maximum amount a move may cost to qualify as a short notice mover pursuant to N.J.A.C. 13:44D-4.17(b)4. The Appendix erroneously states that this amount is \$ 500.00. To bring the Appendix into alignment with the rules, this amount has been changed to \$ 1,000.

This section has also been corrected to reflect that N.J.A.C. 13:44D-4.1(f) allows forms provided by movers to be completed and stored in electronic format and to reflect that N.J.A.C. 13:44D-4.2(a)2 allows a survey of a consumer's goods to be performed physically or through electronic communications that include a video component.

In the section on bills of lading, the Appendix incorrectly states that a bill of lading will be signed by a consumer. N.J.A.C. 13:44D-4.2(d)11 requires a mover to sign a bill of lading, but does not require a consumer's signature. The Appendix has been corrected to remove this reference to a consumer signature.

In the section on hourly moves, the Appendix incorrectly states that a mover will require a consumer to initial for the start and finish time of the move, subject to the mover's minimum number of hours; that the consumer will note and initial when movers arrive and finish on the bill of lading; and that the consumer will add travel time. None of these requirements are at N.J.A.C. 13:44D-4.2(b)10. The Appendix has been corrected to remove references to documentation requirements imposed on consumers that are not in the rules.

In the glossary of moving terminology section, the definition of "bill of lading" and "order for service" have been corrected to match the definitions of these terms at N.J.A.C. 13:44D-1.1.

**Full text** of the corrected Appendix follows (additions indicated in italicized boldface *thus*; deletions indicated in brackets [thus]):

## APPENDIX

### 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) 504-6200.

#### ESTIMATES

The mover is required to [physically] survey your goods, ***either physically or through electronic communication which includes a video component***, 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 costs assigned in a non-binding estimate will not exceed 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 [page=629] 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 for the moving services described on the binding estimate, 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] **1,000.00**. 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.

***An estimate, and any other form a mover provides, may be completed and stored in an electronic format.***

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

The mover's liability for items is limited to the type of shipment protection plan you select on the order for service, regardless of the value of an item. If you decide to select increased valuation or insurance directly from your mover, in most cases, you must agree to or declare the total value of everything that will be moved. That value would be the maximum you would be paid in the event of a total loss of all items.

OPTION 1: There is no charge for this coverage, but in most cases, it will not provide sufficient coverage. Unless you have additional insurance, the mover is, in most cases, only required to reimburse you for any damage to your belongings at the rate of \$ 1.00 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 \$ 2.00.

OPTION 2: Increased valuation: A mover may contract with you for increased valuation by agreeing to increase his legal liability limit for loss or damage, replacing the \$ 1.00 per pound option. No insurance policy will be issued since, under increased valuation, a mover agrees to increase his liability limit in the event of loss or damage. The mover is

able to secure the proper limits of coverage through his cargo liability insurance carrier to support the increased valuation agreement. Obtaining a certificate of insurance from the mover indicating an adequate cargo liability limit of coverage prior to the move is recommended.

OPTION 3: For your own protection, consider whether you should purchase additional coverage, either from an insurance company or through 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 and deductibles.

### **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 and obtain a copy of the police report.

### **BILL OF LADING**

Upon completion of the move, 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, the location from and to which your goods were moved, the date of loading and the date of delivery. 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 initial for] **indicate** the [start and finish] **total** 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 finish unloading, reassembling, and arranging all furniture. 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 any time unrelated to detours or traffic encountered en route to your new residence.] Be aware that trucks are slower than cars and are not allowed on many roads and that trucks may be required to detour around low or weight restricted bridges. Any accessorial charges will be in addition to the hourly charges.

### **WEIGHT MOVES**

If the public mover's transportation charges for a move based on a non-binding estimate are determined on the basis of weight of weight of your shipment and miles traveled, the public mover will weigh your goods to determine their NET WEIGHT. A mover who provides the NET WEIGHT of your goods will weigh its 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. 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.

### **USE OF AN OWNER-OPERATOR**

A public mover may arrange for an owner-operator to provide the moving services which the public mover has contracted to provide. The public mover is liable to the consumer for any services provided by the owner-operator. An owner-operator will use a public mover's forms. If the public mover arranges for an owner-operator to provide moving services, the public mover must advise the consumer in writing as part of an order for service or an addendum to an order for service.

A public mover may not use an owner-operator to perform an estimate.

### **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, dryers, computers, copiers, flat screen televisions, and other electronic devices, may require disconnection and 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, [page=630] 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 45028, Newark, NJ 07101. If you have a question concerning the mover or warehouseman, or wish to lodge a complaint, please call 1 (973) 504-6200. You may also visit the Office of Consumer Protection's website at [www.njconsumeraffairs.gov/pmw/Pages/default.aspx](http://www.njconsumeraffairs.gov/pmw/Pages/default.aspx).**

## GLOSSARY OF MOVING TERMINOLOGY

"Bill of lading" means a ***document evidencing the 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] ***of goods for shipment issued by a person engaged in the business of transporting or forwarding goods, and includes an airbill.***

"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.

"Increased valuation" means a process by which a public mover and a consumer agree that all items, or specific items, in a shipment will be reimbursed for loss or damage by the mover at a rate greater than the standard \$1.00 per pound.

"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] ***that*** the consumer ***must*** receive[s] from a public mover and/or warehouseman at least 24 hours prior to the move [with a non-binding estimate].

"Owner-operator" means a person who owns, leases or rents one or more motor vehicles and who uses the vehicle to provide mover's services for a contracting public mover.

"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 rates and charges for the storage or transportation of property in intrastate commerce on file with the Director, which shall be used, except in

the use of binding estimates by movers, in computing all charges on the storage or transportation of property as of the date of the time in storage or transportation.

"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.

NEW JERSEY REGISTER

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