

**Canadian Association of Movers
Association canadienne des déménageurs**



Consumers Must Take Steps to Protect their Goods in Transit

The Canadian Association of Movers (CAM) recommends that consumers learn about the respective liability of movers and consumers during a move and take the necessary steps to protect their property.

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Who is responsible for loss or damage is the most hotly contested area of moving complaints. It's important that consumers understand their risk during a move and what the mover will do in the event of a problem. The consumer must ask the questions and get the answers in writing! Ask what happens if a chair is broken, the contents of a box that you packed are damaged, the contents of a box that the mover packed are damaged and any other area in which you see a risk of a problem.

Moving a home filled with furniture and fragile property to a destination without any scratches, breakage or loss is the sign of a reputable mover. But even the best movers can cause damage to a customer's goods. Homeowner's insurance probably does not cover your household goods in transit. Consumers need to recognize these risks and take steps to protect themselves.

The liability for loss or damage is shared between the consumer and the mover. In law, a mover's liability is only \$0.60 per pound per article moved and the consumer assumes the remainder of the risk. This means that for a 50-pound TV the mover's liability is \$30. This coverage is obviously not sufficient to protect the customer. Your household goods, on average, are worth \$10 per pound or more.

A reputable mover will offer to accept the customer's risk for a fee or include this coverage in the price of the move. Movers do not sell insurance. The fee will be based on the value that the customer declares for the goods.

The mover is not liable for loss of or damage to contents of customer-packed boxes unless there is negligence by the mover.

If the consumer has to file a claim for lost or damaged articles, it's the mover's option whether to arrange for repair or replacement within limits of the mover's liability.

A mover is only required to replace or repair the lost or damaged piece or pieces of a set, not the complete set. The mover is not liable for damage to mechanical, electronic or other operations of articles such as radios, clocks, appliances and musical instruments, irrespective of who packed or unpacked them, unless the mover performed or arranged for servicing and

preparation of these articles during the move. Neither is the mover liable for deterioration of or damage to perishables like food or plants. Remember that your computer is replaceable but the data it contains is not. So back it up and, at minimum, carry the backup with you if not the computer also.

Movers are only liable for goods that are disclosed to the mover on the face of the contract – the Bill of Lading. Movers are not obligated to carry any documents, money or articles of extraordinary value unless there is a special agreement to do so. If these items are carried by the mover without knowledge and the customer claims loss or damage, the mover cannot be held liable.

Remember that you must ask for an explanation of your risks and the steps the mover will take to reduce the risk of loss or damage. It's easier to fix a problem before it happens than to try to get compensation after the fact. Get all your agreements with the mover in writing. And finally, your best protection in reducing your risk is to hire a reputable mover.

/For further information: Contact the Canadian Association of Movers, Canada's moving industry trade association. CAM helps consumers by identifying good movers and monitoring movers' performance. Consumers should contact CAM at 1-866-860-0065; visit CAM's website, www.mover.net; fax enquiry to 1-866-601-8499; mail to PO Box 30039, RPO New Westminster, Thornhill, ON, Canada L4J 0C6; email John Levi, President, at jlevi@mover.net./