



ILLINOIS COMMERCE COMMISSION

APPLICANT'S HANDBOOK

FOR

HOUSEHOLD GOODS MOVING SERVICE

WITHIN ILLINOIS

Transportation Division
Illinois Commerce Commission
527 East Capitol Avenue
Springfield, IL 62701

Table of Contents

	Page #
Introduction.....	3
Certificate of Public Convenience and Necessity	4
Standards for Obtaining a Certificate	5
Public Need Standards	
Fitness Standards	
Advertising Standards.....	19-20
Bills of Lading and Freight Bills	12
Claims for Loss or Damage / Overcharge	17
Consumer Guide for Shippers	14-15
Delay Notification.....	14
Determination of Weights.....	12-13
Dispute Resolution	17-18
Documentation Required in Vehicle	20
Equipment Leases.....	20-21
Estimates of Charges	10-12
Financial Accounting and Retention of Records.....	18-19
Illinois Commercial Transportation Law – Chapter 18c.....	21
Inventory and Inventory Forms	16
Mover’s Insurance Requirements	7-8
Public Liability and Property Damage Coverage	
Cargo Insurance	
Workers’ Compensation Insurance Requirements	
Rate Application: Equipment and Personnel	13-14
Shipper’s Insurance Coverage	10
Shipper’s Valuation.....	9
Standard Forms of Payment.....	14
Storage Services	15-16
Temporary Authority Compliance Requirements.....	6-7
Tariffs	8-9
Vehicle Identification.....	20

INTRODUCTION

HANDBOOK FOR APPLICANTS FOR A LICENSE TO PROVIDE MOVING SERVICES IN ILLINOIS

The transportation of household goods is a very personal service; and is the transportation service, which most directly affects Illinois consumers.

Under Illinois law, only those businesses, which have demonstrated that they are fit, willing and able to provide this service, will be licensed. Additionally, such businesses are subject to regulatory requirements regarding price and service offerings, financial reporting and operational documents, as well as compliance with safety and insurance standards. It is unlawful to perform for-hire household goods transportation within Illinois without possessing a valid license from the Illinois Commerce Commission (Commission).

Applicants for a license to provide moving company services in Illinois are required, as part of their demonstration of fitness, to take an examination testing their knowledge of the basic regulatory requirements.

While this publication attempts to provide substantial information needed for applicants to successfully complete the examination, applicants should be fully aware of all the provisions of the Illinois Commercial Transportation Law (ICTL) governing the transportation of household goods within Illinois. This publication is designed to highlight the statutory and regulatory requirements that are basic to providing legal and lawful moving company services; but, does not contain references to all of the provisions of the ICTL and regulations governing the transportation of household goods within Illinois.

The information contained within this handbook is for educational purposes only. Although we have attempted to highlight the major areas of motor carrier household goods regulation and provide the latest information, the handbook is not a substitute for the actual provisions contained within the Law or the appropriate rules and regulations. As a household goods carrier, you are the one who is ultimately responsible in assuring that you are aware of and operating within the Illinois Commercial Transportation Law (ICTL) and its rules and regulations.

Certificate of Public Convenience and Necessity

It is unlawful to transport goods on the public roads from household to household between points within Illinois without having a certificate of public convenience and necessity (certificate) in good standing.

The certificate is not just a license. It also represents an obligation to serve the public, without discrimination, fairly, responsibly, and at reasonable prices.

The mover may not provide service beyond the territory set forth in its certificate, nor refuse, on reasonable demand, to provide authorized service for any reason.

A mover may not provide service until the certificate is issued, nor if the certificate is suspended or revoked.

Once a certificate is issued, the mover needs written approval from the Commission for the following:

- To sell its license or company.
- To suspend operations.
- To change its name.
- To transfer control to another party.

Certificate Suspension and Revocation:

The Commission may suspend and revoke a mover's certificate if the mover fails to comply with the requirements of the ICTL and the Commission's regulations. Suspension and revocation may take place with or without a formal hearing before the Commission depending upon the nature of the violation.

However, the mover must cease operations immediately, if the mover fails to maintain continuing compliance concerning property, liability and/or workers' compensation insurance requirements, or fails to maintain an effective tariff on file with the Commission. The mover may not resume operations until compliance is achieved.

If a permanent certificate is revoked, the mover has one year from the date of revocation to petition to have its certificate reinstated, upon compliance with all Commission requirements. The mover may not resume operations until the certificate is reinstated by order of the Commission.

Standards for Obtaining a Certificate

An applicant must prove there is a public need for the service and prove that the applicant is fit to hold a certificate. Upon making such proof, and complying with requirements for issuance, a temporary certificate will be issued.

Public Need Standards:

In determining whether a public need exists for the requested service the Commission shall consider demographic statistics, supporting shipper testimony, or any other evidence presented which is material and relevant.

Fitness Standards:

Whether an applicant is “fit” to obtain a license from the Commerce Commission is dependent on a number of factors.

- Applicant has attended a Commission approved seminar regarding Commission rules and regulations.
- Applicant has presented a completed financial statement consisting of balance sheet and projected income statement.
- Applicant has obtained a 75% or better score on the Commission’s written examination-testing knowledge of rules and regulations related to the requested license.
- The applicant possesses, or can acquire, equipment and facilities of a type required for the transport of household goods.
- The applicant has established a safety, training, and maintenance program.
- The applicant has provided its previous safety record, if any, including safety citations and disciplinary actions.
- Whether the applicant has been convicted of a crime punishable by death or imprisonment in excess of one year under the law under which he/she was convicted, or a crime involving dishonesty or false statement regardless of the punishment.
- Whether the applicant has conducted household goods moves without Commission authority, been assessed civil penalties, or received administrative citations.

Temporary Authority Compliance Requirements

If the Commission determines that the service is needed and the applicant is fit, a temporary certificate will be issued when the mover is in compliance with the Commission's requirements concerning property, liability and workers' compensation insurance, and tariff filings.

The applicant has 60 days from the issuance of the order granting temporary authority to file the following with the Commission:

- Rates applicable to the full extent of the temporary authority; and
- If applicable, proof of insurance as required in compliance with the Workers' Compensation Act (820 ILCS 305 et seq.); and
- Proof of liability insurance, and any required cargo and C.O.D. affidavits or bonds/insurance; and
- Payment of franchise fees for each truck to be operated under the temporary authority.

Failure to submit the above within the specified 60 day period will result in the order granting the temporary authority being vacated and the application being dismissed.

An applicant may operate as a mover under a temporary authority for up to one year after the service date of the order granting temporary authority.

During that year of operation, the temporary authority holder shall be subject to:

- A compliance audit conducted by the Commission
- The compliance audit shall include, but is not limited to a review of proof of proper insurance, claims and/or complaints filed by shippers, business records, estimates, bills of lading, inventories, claims, liability provisions on documentation, operation within scope of authority, rates and tariffs, distribution of Commission's consumer brochure, advertising, equipment leases, documentation in vehicles, identification on vehicles and documents.

If the temporary authority holder is denied a permanent authority because of substantial non-compliance with the Commission's rules and regulations they may request in writing either or both a six month extension of the temporary; a formal hearing regarding the allegations of violations within 30 days from the service date of the denial.

During a six month extension, the Commission will conduct another compliance audit of the temporary authority holder.

If during the six-month extension period the temporary authority holder is found to be in substantial non-compliance of the Commission's rules and regulations, the Applicant shall cease operating immediately notwithstanding whether a hearing has been requested.

Mover's Insurance Requirements

Public Liability and Property Damage Coverage:

The minimum amount of public liability and property damage insurance coverage required of movers is \$750,000. Additional insurance coverage may be required for the transportation of hazardous materials.

Cargo Insurance:

The minimum amount of cargo insurance required is \$10,000.

Workers' Compensation Insurance Requirements:

What is workers' compensation?

Workers' compensation is a system of benefits provided by law to most workers who have job-related injuries or diseases. These benefits are paid regardless of fault. The law limits the amount of the benefit.

Who is covered?

Almost every employee who is hired, injured or whose employment is localized in the state of Illinois is covered by workers' compensation. These employees are covered from the moment they begin their jobs.

Who provides the benefits?

The employer is responsible for providing benefits. The employer pays the benefits either directly or through a service or insurance company that administers the program for the employer. No part of the workers' compensation insurance premium or benefits may be charged to the employee.

The employer must post a notice in the work place indicating the name, business address and business telephone number of the person, service company or insurance company (including the insurance policy number) to contact for questions relating to workers' compensation.

All movers are required to submit either a copy of their current policy providing insurance coverage as required by the Illinois' Workers' Compensation Act (820

ILCS 305 et seq.), or a notarized certification that the mover, under the terms of that Act, is not required to maintain workers' compensation insurance.

Tariffs

The Illinois Commercial Transportation Law (ICTL) requires motor carriers of household goods to publish a list of their services and the prices for those services. The Commission requires that publication called a tariff, to be filed and available to the public.

Transportation of household goods wholly within 10 air miles of any city, town, village or municipality and which begins or ends outside of Cook County or other counties having a population in excess of 1,000,000 is "rate exempt". A mover is not required to publish or adhere to its tariff rates for a "rate exempt" move. However, the mover is still required to adhere to all other provisions within the ICTL and its tariff.

All moves wholly within Cook County or other counties having a population in excess of 1,000,000 are not rate exempt and are governed by the mover's tariff.

The tariff must list all services and products the mover is providing. There must be no doubt as to what the services are, nor any doubt as to the application of the rates.

Movers may NOT provide any service UNLESS:

- (1) it is specified in its tariff;
- (2) the tariff has been filed;
- (3) the filed tariff has been accepted by the Commission; and
- (4) the tariff is in effect.

Movers may not charge any more, or any less, than the rates specified in their tariffs.

Discounts, for any reason, are not allowed.

Rates for the actual transportation of goods must be stated in cents per 100 pounds, and based on distances EXCEPT that rates for moves of 35 miles or less, moves that begin and end within the counties of Cook, Dupage, Kane, Kendall, Lake, McHenry, and Will, or moves totally within counties with a population in excess of 1,000,000, may be stated on an hourly basis.

Rates for products and incidental services must be published within the carrier's tariff. Products and services incidental to the transportation of household goods, include, but are not limited to; wrapping, tape, boxes, crates, furniture assembly, appliance hookup, packing, and unpacking.

Changes in tariffs must be filed with the Commission at least 15 calendar days prior to their scheduled effective date.

It is unlawful to provide a service that is not published in an effective tariff, charging less than the prices contained in the tariff, or offering anything of value to a customer that increases the value of the service provided.

MINIMUM CHARGES: Movers may establish minimum charges to apply for either local or intercity moves. However, the mover may not collect established minimum charges unless the mover has advised the customer of the minimum charge in advance, in writing.

Shippers Valuation

Moving companies are required to establish tariff rates which provide for liability of the mover for the full, actual depreciated value of the customer's goods should they be damaged or lost.

Because personal effects and household contents vary widely in value and in their susceptibility to damage, it is impractical to set "one rate" which would apply to all shipments regardless of the value of the goods.

To address this issue, the Commission allows movers to establish rates at a standard level based on very limited liability of 30 cents per pound per article. The mover is then required to provide for higher liability (for an extra charge) dependent upon the value declared by the customer.

The customer has 2 choices to establish the mover's maximum liability:

1. 30 cents per pound per article. (See Note)

NOTE: The customer, by his or her own handwriting may agree to have a shipment valued for loss or damage purposes at thirty cents per pound per article. To release the shipment at thirty cents per pound per article, the customer must insert, on the bill of lading in his or her own handwriting, the words "thirty cents per pound per article" and his or her signature.

2. Stated or declared value for the entire shipment.

If the valuation is not declared in the shipper's own handwriting then the mover's maximum liability by law is \$2.00 per pound, times the total weight of the shipment, assuming the mover used reasonable care in handling the shipment. For example if the shipment weighs 3,000 pounds, the mover's maximum liability would be \$6,000.

Shipper's Insurance Coverage

In addition to the mover's liability protection under the law for loss or damage to articles, the customer may wish to separately insure the goods.

Provided the mover is in full compliance with the requirements of the Illinois Insurance Code, including those pertaining to acting as an insurance agent, the mover may offer insurance to the customer if:

- 1) The customer agrees to the insurance, in writing, prior to the move.
- 2) The customer is given a copy of the insurance policy prior to the move.
- 3) The insurance policy must include the name, address and telephone number of the insurance company and/or the insurance company's agent, that the customer may use in the filing of a claim for loss and damaged goods.
- 4) The carrier is enrolled in a master inland marine insurance policy.

The mover must file and keep a copy of the customer's insurance policy as part of its records for the move.

An original copy of the insurance policy or certificate is to be filed with the issuing insurance company.

When insurance is sold, the customer is entitled to recover from the mover, under the liability provisions of the law, and from the insurance company under the insurance policy. Claims for loss or damage should be filed by the consumer separately for each recovery.

Estimates of Charges

One of the most important areas of concern is the issuing of timely and accurate written estimates of total costs for a prospective move. Inaccurate estimates can result in many problems for the mover and great aggravation for the customer.

What's the difference between a rate quote and an estimate? A rate quote is when the mover tells the customer "My rate per hour for that move is \$100". An estimate is "My rate per hour is \$100 for three men and a van, I estimate that your move will take a total of 8 hours. With you doing all the packing and supplying of materials, I estimate your total cost for the move to be \$800.00."

It is best that the mover make estimates based on an actual physical inspection of the goods. This enables the mover to determine the size of the shipment and

the physical layout of the residence. However, estimates may be based upon the customer's written description, or based upon information by telephone. Regardless of the method that the mover utilizes to obtain a description of the goods and services to be performed, all estimates must be confirmed in writing prior to the rendition of service (before starting of the move).

Estimates shall be on a Commission approved household goods estimate form.

Movers should take great care to fully inform the customer of the services, rates, and limitations upon which the estimate is based, including, but not limited to, packing services, travel time, number of employees to be used for the move, charges based on weight, packing supplies, storage requirements, liability charges and any applicable minimum weight or time requirements.

Collection of charges greater than the estimate:

If the total tariff charges for any shipment exceed the estimated charges plus 10%, the customer is entitled to, and the mover must so advise, to defer payment for 30 days for that portion of the total charges which exceeds 110% of the estimated charges. One example of this rule is if you fail to give the shipper a written estimate of charges and they wish not to pay for the move then you must relinquish the shipment. By not providing a written estimate of charges the shipper receives 30 days credit for the entire amount. The estimate is a required document and you can receive fines for not issuing them.

Estimate Records: Written estimates are an important record. A copy must be kept as part of the mover's documentation for this move. Each documentation file must include at least a copy of the written estimate and the bill of lading. Copies of other documentation may be necessary if storage or customer insurance or loss and damage claims are involved.

Estimate forms must contain at least the following:

- Identified at the top of the first page as an "Estimate of Charges";
- The name, address and telephone number and "IL.C.C. #" of the mover;
- The customer's name, and the points of pickup and delivery;
- The number (and size, if applicable) of trucks and personnel to be used;
- For hourly rated shipments, the number of hours, including travel time, estimated for the transportation of the shipment;
- For weight rated shipments the weight and distance estimated for the transportation of the shipment;
- The description and estimated charges for any accessorial services including packing, packing materials, valuation, storage, warehouse handling or other charges contained within the mover's lawfully filed tariffs;
- The total estimated cost for the transportation of the shipment;

- Contains an area verifying that a copy of the Commission's consumer guide to household goods moves was provided to the shipper.

A copy of the written estimate, signed by the mover, shall be delivered to the customer before rendition of the service. The mover shall maintain a copy as part of its records.

If storage service is to be provided, the amount of time the goods are to be in storage, storage charges and whether the service is "storage in transit" or not.

Bills of Lading and Freight Bill

A bill of lading is the basic contract for carriage. It incorporates by reference all of the terms and conditions of the mover's tariff on file with the Commission.

It is issued by the mover at time of pickup, and authorizes the mover to have possession of the goods for transportation purposes.

The following information shall be shown on the bill of lading:

- Description of the goods transported.
- The weight or other unit used to compute freight charges.
- The points of origin and destination.
- The customer's name.
- The name, physical address, and telephone number of the office of the mover who should be contacted in relation to the shipment, should there be a need for such contact.
- The name, physical address, and telephone number of a person to notify of any delay in pickup or delivery.
- The agreed pickup date, the actual pickup date and the agreed delivery date, or the agreed period of time within which delivery of the shipment is expected at the final destination.
- The estimated amount due to the mover to obtain possession of a Collect on Delivery ("C.O.D.") shipment.
- A statement that, unless the customer expressly releases the shipment to a value of 30 cents per pound per article, the mover's maximum liability for loss or damage to the shipment shall be an amount equal to \$2.00 for each pound of weight in the shipment or the lump sum value declared by the customer on this form, whichever is greater.

The bill of lading and freight bill may be combined in a single document.

The bill of lading and freight bill shall each be consecutively numbered.

Determination of Weights

For weight distance rated shipments or storage in transit shipments (required to be charged in cents per 100 pounds):

- a) Each carrier shall determine the tare weight of each vehicle used in the transportation of household goods to be rated on a hundred-weight basis by having it weighed prior to the transportation of each shipment, at a public scale, without the crew on the vehicle. Scales used shall be certified by the Illinois Department of Agriculture. When weighed, the vehicle shall contain all pads, chains, dollies, hand trucks, and other equipment needed in the transportation of the shipment. After the vehicle has been loaded, it shall be weighed, without the crew, at the point of origin of the shipment. The net weight of the shipment shall be obtained by deducting the tare weight from the loaded weight. Where no certified scale is available at the point of origin, the loaded weight shall be obtained at the nearest public scale, either in the direction of the movement of the shipment, or in the direction of the next pickup or delivery in the case of part loads. Gross weight shall be obtained on the same scale as the tare weight with no addition of fuel between weighings.
- b) If no certified scale is available at the point of origin, at any point en route, or at the final destination, a constructive weight based upon 7 pounds per cubic foot of properly loaded van space shall be used. That constructive weight also shall be used for a part load where the circumstances are such that its scale weight could not be obtained at the point of origin, en route, or at the final destination without first unloading it or other part loads being carried in the same vehicle.
- c) Whenever weights are required to be obtained pursuant to this Section, the carrier shall obtain a weight ticket, and this weight ticket shall be maintained by the carrier as part of its record of the shipment. A copy of the weight ticket shall be given to the shipper.

Rate Application: Equipment and Personnel

As stated previously, for hourly rated shipments the mover is to determine for the estimate the number of employees and the size and number of motor vehicles appropriate to provide safe and timely transportation services for the requested movement.

If the mover deviates from its initial determination as stated in the mover's written estimate, the customer shall not be charged for any excess charges unless the customer is informed prior to service being initiated and agrees in writing. An example would be the mover's written estimate stated three men and a van; but the mover used four men without the shipper's written approval. The mover cannot charge for the fourth man.

A notation shall be placed on the bill of lading indicating the number of men and motor vehicles initially estimated and the number actually furnished and used for the move.

No household goods carrier shall permit any driver, helper, and/or packer to be used in the transportation of any household goods shipment or in the performance of accessorial services unless that person is trained in the movement of household goods.

No household goods carrier shall knowingly permit drivers, helpers, and/or packers to go on duty or be allowed while on duty who are under the influence of alcoholic beverages or liquors of any kind, or narcotics, or habit forming drugs not prescribed by a physician. Knowledge by the carrier is deemed to exist if known to the foreman or other manager of the crew.

Equipment and facilities used by the mover shall be maintained in such a manner as to protect the shipment of goods from damage or breakage; and the equipment must be clean and free from vermin and debris.

Standard Forms of Payment

Movers must accept payment tendered in cash, cashier's check or money order.

Movers may accept payment in other forms, including personal checks and credit cards, if to do so does not result in a practice which circumvents the statutory requirement that a mover charge no more or less than the rate in the applicable tariff.

Movers shall not refuse to accept any ordinary form of payment unless, before rendition of the service, the mover has advised the customer, in writing, that it will not accept payment by personal check or credit card or other forms of payment other than cash, cashier's check or money order.

No household goods carrier can accept barter as payment (service for service).

Delay Notification

Notification of any delay in pickup or delivery shall be given to the shipper by telephone, e-mail, fax, or in person, at the carrier's expense, as soon as it becomes apparent that the delay will occur, provided the shipper has given information sufficient for the communication.

Consumer Guide

Prior to a move, the mover is required to give each non-commercial shipper a copy of the Commission's consumer guide entitled "Household Moves in Illinois, A Consumer Guide".

This consumer guide provides the customer with vital information concerning moving in Illinois with a licensed mover.

The consumer guide benefits both the customer and the mover, as it:

- Informs the customer of their rights and obligations under the ICTL.
- Informs the customer what to prepare for in the upcoming move.
- Advises the customer how to choose a good mover.
- Lets the customer know what to expect prior to, during and after the move has taken place.

The consumer guide also informs the customer about such things as payment for the move, storage, mover's liability, dispute resolution and a number of other important issues.

Verification the consumer guide has been given to the shipper must be included on the Estimate of Charges form.

Storage Services

In most instances the storing of personal property is an integral part of any moving company's service. Storage also presents special challenges, in the proper care and handling of property. The circumstances surrounding storage will determine the rights, responsibilities, obligations and liability of the mover as a warehouseman.

All warehousing in Illinois is subject to the licensing and regulatory requirements of the Illinois Commerce Commission. Any entity offering storage services must comply with those regulations. A mover who stores goods in their warehouse must issue to the shipper a warehouse receipt and a written inventory of those goods. Regardless of the type of storage, the Commission regulates transporting of the customer's goods to or from storage. Storage contracts and warehouse receipts must be kept as part of the records of the carrier for a minimum of 3 years.

Storage of goods for a relatively short period of time (less than 180 days), to complete the move from one residence to another is generally considered "storage in transit" and are in addition to the transportation services being performed. Storage in transit shipments are regulated by the Commission.

"Storage in transit" as defined by the Commission requires the mover:

- a) Upon receiving a request for storage service, to ascertain whether it is the intent of the customer to have the shipment stored in excess of 180 days. The storage service shall be treated as permanent storage if the storage is in excess of 180 days or if the time period of intended storage is indefinite. Only storage incidental to transportation and stored for less than 180 days shall be deemed storage in transit.
- b) To charge for storage in transit in an amount per 100 pounds per day or fraction thereof and not by lot size, or by the week or by the month.

If the customer requests storage in transit or permanent storage service, the mover must, prior to loading at the point of origin, prepare a written inventory. After 180 days, storage in transit shipment is considered to be “permanent storage” and no longer governed by the mover’s tariff.

Inventory and Inventory Forms

Movers are required to issue a completed inventory form for:

- All shipments for which any type of storage service is requested;
- All shipments over 35 miles that do not begin and end within the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will counties; and
- All other shipments upon request of the consumer (provided the customer agrees to pay the tariff rate for preparation of an inventory).

The inventory must be completed before loading of the shipment at origin, and signed by the mover and the customer.

The mover shall advise the consumer that the consumer is permitted, at delivery, to make notations on the inventory form concerning the condition or absence of goods.

Another copy of the inventory form, reflecting any changes in the number, nature or condition of the lading, signed by the mover and the customer, shall be given to the consumer at destination after the shipment is unloaded.

Inventory forms shall contain the following information:

- The name, address and telephone number of the mover.
- The customer’s name, and the points of pickup and delivery.
- Mover’s description of the goods and the condition of those goods.
- Provide a column for the customer to note any exception to the inventory as prepared by the carrier.
- Note any goods held by the mover pending payment of charges.

Claims for Loss or Damage / Overcharges

Movers must allow at least 90 day from date of delivery, or scheduled date of delivery, for the customer to file loss or damage claims.

Movers must allow customers to file suits for loss or damage for at least 2 years from the date the mover declines a claim and 3 years for overcharges.

Claims must be submitted in writing and must be for specified amounts.

The mover shall acknowledge its receipt in writing to the claimant within 30 days after the date of receipt of a claim for loss or damage or overcharge.

The mover shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim.

Movers shall pay, decline, or make a written firm offer to be held open for 30 days to settle a loss or damage claim with the claimant within 120 days after receipt of the claim by the mover, except where the claimant and the mover agree in writing to an extension of time for a definite period.

Movers shall pay, decline, or make a written firm offer to be held open for 30 days to settle a claim for overcharges with the claimant within 60 days after receipt of the claim by the mover, except where the claimant and the mover agree in writing to an extension of time for a definite period.

If the mover declines to pay a claim or makes a firm offer to settle in an amount different from that sought by the claimant, the mover shall give the claimant written notice of its action and reason(s) for its action.

Dispute Resolution

Movers and customers must make good faith efforts to resolve disputes.

Commission staff will, upon request, provide the parties with information necessary or helpful in negotiating a resolution to the dispute or in following established claim procedures.

If a customer and mover are unable to resolve a dispute, either party may request the Commission staff's participation in the dispute resolution process as a mediator.

Both movers and shippers are required to participate in mediation in good faith.

Mediation will terminate when the parties reach an agreement about all issues in dispute, when the customer withdraws as a participant, or when the staff

mediator determines that there is no reasonable likelihood that the parties will reach an agreement on any issues remaining in dispute.

If some or all of the issues in dispute between a customer and a mover remain unresolved after mediation, the customer may request arbitration of the dispute by a Commission arbitrator, appointed by the Commission. Movers are deemed to join in a request for arbitration submitted by a customer.

To commence arbitration, a customer must sign and submit an Agreement to Arbitrate form obtained from the Commission, along with an arbitration fee of \$25. When a customer submits a form, the mover and customer thereby agree to abide by the terms of the arbitration award.

Financial Accounting and Retention of Records

Illinois intrastate household goods carriers must keep all books, records and memoranda that support, in any way, the entries to its accounting books and general ledger account balances, in such a manner that the carrier can furnish, at any time, full information for any account.

Each carrier shall keep its books on the basis of generally accepted accounting principles and on an accounting year of 12 months ending on the 31st day of December of each year.

If the household goods carrier is engaged directly or indirectly in any business other than a transportation business, the carrier shall keep separate and distinct records for the transportation operation.

All expenditures must be supported by vouchers, payrolls, receipted bills, cancelled checks, receipts for petty cash payments, or other evidence of the expenditures incurred.

All revenues must be supported by bills of lading, freight bills, storage contracts, warehouse receipts, or in the case of income from a lessee, other documentation that evidences the revenue received.

The carrier's books and records shall include, but are not limited to, correspondence, memoranda, computer files, e-mail, computer data bases, written estimates, weight tickets, storage inventory sheets and storage contracts, insurance and valuation documentation, loss and damage claim documentation, overcharge and duplicate payment documentation, claim register, or other documentation related to the transportation operation.

All carrier's books, records, accounts, and memoranda as stated above shall be kept for a minimum of 3 years.

Unless otherwise authorized by the Commission, in writing, each carrier shall have an office in this State and shall keep in that office all books, records, accounts, papers, and memoranda as stated above.

Officers and employees of the Commission shall have the authority under the direction of the Commission to inspect, examine, copy and reproduce any and all books, accounts, papers, records and memorandum, etc., kept by a motor carrier, authorized personnel or motor carrier agent, with or without prior notice.

A household goods carrier is required to file an annual report by May 15th of each year for the preceding year of operation.

Advertisement Standards

No applicant for household goods authority shall advertise by any means until authority to operate has been issued by the Commission.

It is unlawful for a carrier to advertise, directly or indirectly, to perform household goods service beyond the commodity or territorial scope of its license or for services not specified within its tariff that is lawfully on file and in effect with the Commission.

It is unlawful for a carrier to advertise its household goods operations are conducted at addresses or locations where duly authorized employees are not on duty during all business hours. The location of a telephone answering service does not constitute an address or location where duly authorized employees are on duty.

It is unlawful for a carrier to advertise household goods services conducted pursuant to its license under any other company name than the full legal name as specified on the carrier's authority issued by the Commission.

It is unlawful for a carrier to use any other name on its household goods transportation documentation other than the full legal name as specified on the carrier's authority issued by the Commission.

Each carrier shall include, and shall require its agents to include, in every advertisement the full name of the household goods carrier as it appears on the carrier's license from the Commission. The advertisement shall also identify the carrier by showing the characters "IL.C.C" followed by the license number assigned to the household goods carrier by the Commission.

Advertisements include, but are not limited to, telephone directories, newspapers, magazines, flyers, Internet websites, radio, and television, as well as the mover's documentation such as bill of lading, estimate and inventory

forms, storage contracts, business cards, letterheads and other carrier related documents.

Vehicle Identification

All Illinois intrastate motor carriers are required to display their Illinois motor carrier number on both sides of the cab or power unit in lettering 2 inches high and ½ inch wide in contrasting color to the background so that it may be seen from a distance of 50 feet when the vehicle is not in motion. Vehicles weighing less than 9,000 pounds may reduce the size of the lettering to ½ inch high and 1/8 inch wide in contrasting color so that it may be easily distinguished from a distance of 25 feet when the vehicle is not in motion.

Documentation Required to be Carried in Vehicles

Inside each vehicle should be the Illinois household goods certificate, an original intrastate cab card (completely filled out to include Vehicle Identification Number (VIN), make, year, model and signed by a corporate officer or the individual owner of a certificate). Any erasure, alteration, or unauthorized use of a cab card shall render it void. Additionally, if a carrier operates leased vehicles under its certificate, a copy of the equipment lease with the approval stamp adhered thereto or a copy of the leasing agreement between the carrier and the bonafide public leasing company must be carried in the vehicle.

Equipment Leases:

Leases of equipment are valid only after properly filing with the Commission and approved by the Commission, unless otherwise specified within the regulations.

An equipment lease is not a transfer of authority from the license holder to the lessee. The license holder is fully responsible and accountable for any and all moves performed under its license. All documentation for the transportation of the household goods must be under the license holder's name as shown on the Commission's authority.

Each lease must be in writing. The original and 2 copies of each completed lease must be filed with the Commission. A filing fee is required for each lease. No operations shall be conducted under a lease until a copy of the completed lease has been filed with or mailed to the Commission.

Operations may be conducted under the lease after filing or transmittal but before completion of review. A copy of the lease and an attached affidavit stating that the lease has been transmitted to the Commission, indicating the date of transmittal and stating that the lease is under review, are to be carried in the vehicle covered by the lease. During the entire period of the lease, a copy of

the executed lease shall be carried in each motor vehicle covered by the lease. The lease must bear a Transportation Division stamp showing that the lease was approved or that no deficiency was found or have attached to it the affidavit.

Each lease must specify the following information: 1) Parties. The lease must show the full legal name of the carrier/lessee, as it appears on the carrier's Commission license; the full legal name of the equipment owner/lessor; and the mailing address of each, including street address, city, state, and zip code. 2) Vehicle. The lease must show the type, make, year, and vehicle identification number of the motor carrier that is subject to the lease.

Each authorized carrier shall prepare and keep documents covering each trip for which the equipment is used in the carrier's service. These documents shall contain the name and address of the owner of the equipment, the point of origin, the time and date of departure, and the point of final destination. These documents shall be preserved as part of the carriers' records.

To cancel a lease prior to the expiration date, a carrier may file a notice of cancellation with the Commission. Otherwise, the lease shall remain in effect for purposes of the Law until the expiration date, or the date on which the lease expires by the terms of the lease, whichever occurs first.

No fee is required for filing a notice of cancellation.

Illinois Commercial Transportation Law – 625

ILCS 5/18c:

Illinois Commercial Transportation Law 5/18c-3206(1):

No household goods carrier shall offer, advertise, charge, demand, collect, or receive any compensation for transportation or for any other service rendered in connection therewith where there is not in effect at the time a lawfully applicable tariff or schedule except in rate exempt terminal areas.

Illinois Commercial Transportation Law 5/18c-4104(b):

It is unlawful to operate as a household goods carrier in excess of the scope of a license issued to it by the Commission by hauling unauthorized commodities; operating outside authorized territory; or violating other restrictions.

Illinois Commercial Transportation Law 5/18c-5101(13):

It is unlawful to act as a broker of household goods.