

## ILLINOIS LAW SAYS "NO DISCOUNTS" ON MOVING

Our Association members often ask us to provide information to their customers about the rules and regulations -- *and resulting limitations* -- surrounding moving in Illinois, so that you may make informed decisions and have a good experience with your move.

**Anyone and everyone paid to perform residential moving in Illinois must be specially licensed by the Illinois Commerce Commission. Along with a license (which guarantees insurance, too), movers are governed by other special regulations.**

Contrary to what some people may say, *Illinois law does not allow discounts* (including charities, "senior citizen" discounts, etc.), *binding estimates*, *"not to exceed" prices*, or *"guaranteed" prices on residential moves in Illinois*. The purpose of the law is to ensure that all customers are treated fairly and that no discrimination in pricing occurs.

**18c-3206 of the Ill. Commercial Transportation Law** says: No carrier [mover] "shall offer, advertise, charge, demand, collect, or receive, in any manner, a greater, lesser, or different compensation for transportation or for any service in connection therewith than the *rates and charges specified in tariffs*... Likewise, no carrier shall refund or remit, in any manner or by any device, whether directly or indirectly...any portion of the rates or charges specified in tariffs..."

**Translation:** A mover must not discount your move, whether by reducing or "guaranteeing" the price, "throwing in" free packing materials (including either new or used materials, unless so specified in the tariff), giving a rebate, or any other creative method. **Any mover offering a discount is breaking the law -- and jeopardizing you, too, if you agree to accept discounted service.** 18c-1704 (ICTL) provides that any mover who knowingly breaks the law is liable for civil penalties not greater than \$1,000 nor less than \$100 per violation (interpreted by Ill.C.C. to mean per load). In addition, any person (including a customer) who procures, aids or abets a motor carrier in such a violation is also liable for the same civil penalty. Civil penalties may be **in addition to the mover being required to rebill the customer for the proper amount** according to the tariff.

**All members of this Association are aware of this law, so alleged ignorance on the part of the mover is no excuse.** As always, every rule has exceptions; and there are only two exceptions to the law about "other than tariff" prices for residential moving:

1. 18c-4503 provides for "rate exempt areas". Simply put, rate exempt moves are those in which both the origin and destination of the move are wholly within the city limits of the base point + 10 air miles of any one incorporated city, village, or municipality. Any move taking place beyond such area must be charged according to the mover's tariff. **If your move takes place entirely within Cook County, it is NOT rate exempt; the tariff must apply.** A mover is not obligated to "negotiate" in a rate-exempt area; most choose to follow their tariff always, because their tariff rates are cost justified.

2. 18c-3211 provides that a mover may offer free or reduced rates to a government agency (state, federal, etc.) when required by law that the move be awarded by competitive bid. Copy of the law must be provided to the mover. The *government agency must pay for the move* to qualify for the "other than tariff" rate.

**IMPORTANT NOTE:** While *prices* for office and industrial moves no longer are governed by a tariff, anyone performing any transportation service for hire **still must be licensed** by the Illinois Commerce Commission and carry specific minimum amounts of insurance. Even though you may be purchasing some new furniture or equipment, unless your office supplies or furniture store has a specific license, they cannot relocate your office "while they're at it." While tariffs for office and industrial moves are not required to be filed at the Illinois Commerce Commission, it is strongly recommended that a contract be written between the mover and the customer to make sure everyone understands the terms and conditions of the move, including liability for loss or damage.

These facts may be verified by the Illinois Commerce Commission, or feel free to call our office. We're happy to help.



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