



Federal Register

**Friday,
March 5, 2004**

Part IV

Department of Transportation

**Federal Motor Carrier Safety
Administration**

**49 CFR Part 375
Transportation of Household Goods;
Consumer Protection Regulations; Interim
Final Rule**

DEPARTMENT OF TRANSPORTATION**Federal Motor Carrier Safety Administration****49 CFR Part 375**

[Docket No. FMCSA-97-2979]

RIN 2126-AA32

Transportation of Household Goods; Consumer Protection Regulations**AGENCY:** Federal Motor Carrier Safety Administration (FMCSA), DOT.**ACTION:** Interim final rule; technical amendments.

SUMMARY: The Federal Motor Carrier Safety Administration (FMCSA) amends its interim final rule governing the interstate transportation of household goods (68 FR 35064, Jun. 11, 2003). On August 25, 2003, the U.S. Department of Transportation (DOT) received two petitions for reconsideration of the interim final rule. The petitioners requested both substantive and technical amendments. Today's rule incorporates the technical amendments. Substantive amendments requested by the petitioners will require consideration in a future rulemaking proceeding, to give the public an opportunity to comment. This amended interim final rule will benefit both the industry and consumers by more accurately reflecting current industry practices.

DATES: The interim final rule (68 FR 35064) issued on June 11, 2003, was effective September 9, 2003; these technical amendments are effective April 5, 2004. The compliance date for the interim rule was delayed at 68 FR 56208 (September 30, 2003); the new compliance date for the interim rule and these amendments is April 5, 2004.

FOR FURTHER INFORMATION CONTACT: Mr. Nathaniel Jackson, Office of Commercial Enforcement, (202) 385-2369, Federal Motor Carrier Safety Administration, Suite 600, 400 Virginia Avenue, SW., Washington, DC 20024. *Docket:* For access to the docket to read background documents or comments received, go to <http://dms.dot.gov> at any time or to Room PL-401 on the plaza level of the Nassif Building, 400 Seventh Street, SW., Washington, DC, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays. *Privacy Act:* Anyone is able to search the electronic form of all comments received into any of DOT's dockets by the name of the individual submitting the comment (or signing the comment, if submitted on behalf of an association, business, labor union, etc.). You may review DOT's

complete Privacy Act Statement in the **Federal Register** published on April 11, 2000 (65 FR 19477). This statement is also available at <http://dms.dot.gov>.

SUPPLEMENTARY INFORMATION:**Background**

In the Motor Carrier Safety Improvement Act of 1999 (Pub. L. 106-159, December 9, 1999, 113 Stat. 1749), which established FMCSA as a separate agency within DOT, Congress authorized the agency to regulate motor carriers transporting household goods for individual shippers. Our regulations setting forth Federal requirements for motor carriers that provide interstate transportation of household goods are found in 49 CFR part 375. The regulations governing payment of transportation charges are in 49 CFR part 377.

In May 1998, the Federal Highway Administration published a notice of proposed rulemaking (NPRM) requesting comments on its proposal to update the household goods regulations (63 FR 27126, May 15, 1998). The Federal Highway Administration is the predecessor agency to FMCSA within DOT.

The public submitted more than 50 comments to the NPRM. FMCSA subsequently modified the substance of the proposal in light of concerns raised by some of the commenters, and published an interim final rule in June 2003 (68 FR 35064, Jun. 11, 2003). We published an interim final rule rather than a final rule to allow the Office of Management and Budget (OMB) additional time to complete its review of information collection requirements.

In order to publish the rule text in the October 1, 2003, edition of the Code of Federal Regulations (CFR), we established the interim final rule's effective date as September 9, 2003. However, compliance was not required until March 1, 2004. On August 25, 2003, we received two petitions for reconsideration of the interim final rule. The petitioners are (1) the American Moving and Storage Association (the Association) and (2) United Van Lines, LLC and Mayflower Transit, LLC (Unigroup). On the same date, the Association submitted a separate Petition for Stay of Effective Date.

The reconsideration petitions address a variety of issues, both substantive and technical. On September 30, 2003, FMCSA delayed the compliance date for the rule indefinitely in order to consider fully the petitioners' concerns (68 FR 56208). The Association's petition noted that movers will require ample time to prepare for compliance with the rule. The compliance date for the interim

final rule and today's technical amendments provides the moving industry with this vital lead time.

Today's rule adopts all of the petitioners' requested technical amendments, either wholly or with minor modifications. These amendments provide uniformity between the rule text and the appendix, clarify certain provisions, reflect current industry practice, or correct typographical errors. Equally important, some of the technical amendments revise language that was contrary to the statutory intent of the ICC Termination Act of 1995 (ICCTA) (Pub. L. 104-88, 109 Stat. 803), as codified at 49 U.S.C. 14104 and 14708.

The substantive amendments requested by the petitioners involve changes to prescribed operating practices of movers. These changes would have a more significant impact on the moving industry and consumers than the technical amendments being adopted today. We will consider certain of the requested substantive amendments in a future rulemaking, so that the public will have an opportunity to comment.

The interim final rule, together with these technical amendments, is intended to (1) increase the public's understanding of the regulations with which movers must comply, and (2) help individual shippers and the moving industry understand the roles and responsibilities of movers, brokers, and shippers, to prevent moving disputes. Individual shippers—substantial numbers of whom are either relocating for business reasons or retired—may use for-hire truck transportation services infrequently. Thus, these consumers may be poorly informed about the regulations with which movers must comply and have little understanding of how moving companies operate. Appendix A to part 375—the pamphlet *Your Rights and Responsibilities When You Move*—is intended to help individual shippers understand the regulations so that they can make informed decisions in selecting a mover and planning a satisfactory move. Section 375.213 requires movers to furnish the information in this appendix to prospective customers.

Discussion of the Technical Amendments

In what follows we summarize the more significant technical amendments requested by the petitioners and adopted in today's rule. Although we made all of the proposed technical amendments, our discussion omits typographical and certain other minor

changes. Technical deviations from the petitioners' recommendations are noted. The amendatory text of today's rule constitutes all changes to part 375 as published at 68 FR 35064 (Jun. 11, 2003) and in the October 1, 2003, edition of title 49 of the Code of Federal Regulations.

Our discussion of the technical amendments is organized by subject area as follows:

- Arbitration Programs
- Credit
- Liability insurance coverage
- Notification options
- Pickup of shipments: bill of lading, order for service, inventory
- Collection of charges
- Presentation of freight bills
- Appendix A to Part 375—Your Rights and Responsibilities When You Move
 - Subpart A—General Requirements
 - Subpart B—Before requesting services from any mover
 - Subpart E—Pickup of My Shipment of Household Goods
 - Subpart H—Collection of Charges
 - Revisions for Consistency With Amendments to Part 375
 - Amending “cubic yards or meters” to “cubic feet (or yards or meters)” (Subparts C and E)
- Continued Applicability to Foreign Commerce

Arbitration Programs

We amended the first sentence of § 375.211(a), subpart B (“You must have an arbitration program for individual shippers.”). The amended regulation reads: “You must have an arbitration program to resolve property loss and damage disputes for individual shippers.” This achieves consistency with 49 U.S.C. 14708(a), which requires movers to provide arbitration *only* for loss and damage disputes. We agree with the petitioners that the regulation should require no more than the statute.

In § 375.211(a)(2), “* * * your arbitration program must provide notice to the individual shipper of the availability of neutral arbitration * * *”, we replaced “your arbitration program” with “you.” This is consistent with 49 U.S.C. 14708(b)(2), which clearly requires that the carrier, not its arbitration program, provide such notice.

Section 375.211(a)(2) is further amended by replacing “Before the household goods are tendered for transport,” with “Before execution of the order for service,” to require that movers furnish shippers with information about the availability of neutral arbitration before drawing up the contract. This also achieves internal consistency with § 375.213 (“Before you execute an order for service for a shipment of household goods * * *”).

Credit

In § 375.217(c)(1) of subpart B, we amended the requirement that movers arrange for the delivery of household goods “during the time your credit/ collection department is open * * *” to: “only at a time when you can obtain authorization for the shipper’s credit card transaction.” This reflects real-world efficiency. Today’s drivers often have a telephone number to call for credit card authorizations 24 hours a day, 7 days a week.

Liability Insurance Coverage

Former paragraphs (c) through (h) of § 375.303, subpart C, are amended to clarify that a mover is not required to comply with these provisions unless it elects to sell liability insurance coverage. Former paragraphs § 375.303(c) through (h) are renumbered as (c)(1) through (6), and the introductory clause “If you sell, offer to sell, or procure liability insurance coverage for loss or damage to shipments:” is added at § 373.303(c).

Notification Options

The petitioners noted that §§ 375.403(a)(7) and 375.405(b)(9) permit the mover only one method—fax transmission— of notifying individual shippers of additional services the mover proposes to perform. The petitioners requested that the regulation give movers the option of notifying shippers of additional services electronically. The petitioners also pointed out the advantages of standardizing notification options in part 375.

We agree that the notification options should be as similar as possible throughout part 375. However, telephone notification is inappropriate when written transaction is required—for example, when the mover must provide the shipper a statement of additional services needed (§ 375.405(b)(9)). We amended § 375.403(a)(7) (under “How must I provide a binding estimate?”), § 375.405(b)(9) (under “How must I provide a non-binding estimate?”), § 375.501(a)(15) (under “Must I write up an order for service?”), § 375.505(b)(5) (under “Must I write up a bill of lading?”), § 375.515(b) (under “May an individual shipper waive his or her right to observe each weighing?”), § 375.521(a) (under “What must I do if an individual shipper wants to know the actual weight or charges for a shipment before I tender delivery?”), § 375.605(a) (under “How must I notify an individual shipper of any service delays?”), and § 375.609(d) (under

“What must I do for shippers who store household goods in transit?”) so that each of these regulations provides the widest variety of notification options (telephone, in-person contact, fax transmission; e-mail; overnight courier; or certified mail, return receipt requested) appropriate to the matter being communicated. This allows the industry and individual shippers the greatest flexibility possible.

Pickup of Shipments: Bill of Lading, Order for Service, Inventory

The petitioners requested several amendments to regulations governing the bill of lading, inventory, and order for service, particularly in relation to pickup of shipments. We amended §§ 375.501, 375.503, and 375.505 to more accurately reflect movers’ current practices, as summarized below:

We removed the prohibition in § 375.501(d) against a mover’s requiring the shipper “to sign any incomplete * * * documents pertaining to the move.” As the petitioners note, the bill of lading is seldom complete when a shipment leaves its origin. There are two reasons for this. Weighing cannot occur until the shipment is in transit, and other charges for service, such as unpacking, storage-in-transit, and various destination charges, cannot be determined until the shipment reaches its destination. If the bill of lading contains all relevant shipping information, except the actual shipment weight and any other information necessary to determine the final charges, the shipper will need to sign it at origin in order to choose the valuation option, request special services, and/or acknowledge the terms and conditions of released valuation.

Therefore, we amended § 375.501(d)(2) as follows: “You may require the individual shipper to sign an incomplete document at origin provided it contains all relevant shipping information except the actual shipment weight and any other information necessary to determine the final charges for all services performed.”

In addition, we amended § 375.505(a) by revising the sentence “You must furnish a complete copy of the bill of lading to the individual shipper * * *.” to read: “You must furnish a partially complete copy * * *.”

The petitioners note that movers have discretion under the Surface Transportation Board’s Released Rates Order to place the valuation statement on either the order for service or the bill of lading, provided the order for service or bill of lading states the appropriate valuation selected by the shipper. We

amended §§ 375.501 and 375.505 to make this clear.

Specifically, in §§ 375.501 and 375.505, we added identical paragraphs (h) and (e), respectively, as follows: “You have the option of placing the valuation statement on either the order for service or the bill of lading, provided the order for service or bill of lading states the appropriate valuation selected by the shipper.” This language allows the mover, if it chooses, to combine the bill of lading and order for service in a single document. This could help reduce the paper and administrative burden of implementing the new rules.

In addition, we amended § 375.505(b)(14) to make it clear that movers are not bound to provide the estimate, order for service, and inventory to the individual shipper as attachments to the bill of lading. The revised language specifies that the estimate, order for service, and inventory must be attached to the bill of lading, but *only* “[i]f not provided elsewhere to the shipper.”

The petitioners note that §§ 375.503 and 375.505 require movers to furnish the shipper a complete copy of the inventory and bill of lading, respectively, before the goods are loaded onto the vehicle. They point out that this requirement is overly restrictive and inconsistent with industry practice. Movers provide the inventory and bill of lading to individual shippers either before or at the time of loading the vehicle, as dictated by circumstances. Moreover, a requirement to provide a complete copy of the bill of lading before loading the shipper's goods contradicts what has historically been the purpose and effect of the bill of lading—to serve, among other things, as a receipt for articles accepted for transportation under the contract of carriage.

Therefore, we amended § 375.503(b) and (c) to require that the inventory be prepared and signed, and that a copy be provided to the shipper, “before or at the time of loading the shipment.” Further, in § 375.505(c), we amended the sentence “When you load the shipment upon a vehicle for transportation, the bill of lading must be in the possession of the driver responsible for the shipment.” The amended language reads: “Before the vehicle leaves the residence at origin, the bill of lading must be in the possession of the driver responsible for the shipment.”

Collection of Charges (Subpart H, § 375.801)

In the interim final rule published on June 11, 2003, subpart H applied only

to household goods shipments “subject to binding estimates.” This limited applicability has the effect of excluding shipments for which the mover gives a non-binding estimate. The petitioners recommend we broaden the applicability to all shipments of household goods that:

(1) Entail a balance due freight or expense bill; or

(2) Are transported on an extension of credit basis.

We agree that this change more accurately reflects industry practice, and have amended § 375.801 as requested.

Presentation of Freight Bills

The petitioners point out a significant typographical error in § 375.803. The sentence “You must present your freight or expense bill in accordance with § 377.205 * * *.” should read “* * * in accordance with § 375.807.” We have corrected this error as requested. This consolidates the household goods regulations into part 375.

Appendix A to Part 375—Your Rights and Responsibilities When You Move

Subpart A—General Requirements

(1) The introductory paragraph of Appendix A, Subpart A—*General Requirements*, states it is the customer's responsibility to understand his rights and remedies “when” problems arise. The Association believes the word “when” implies that problems are the rule rather than the exception. It requests that “when” be amended to “if.” While agreeing with the Association's basic point, we made a stylistic decision to amend “when problems arise” to “in case problems arise,” rather than “if problems arise.”

(2) “What Definitions Are Used in This Pamphlet?” At the petitioners' request, we amended several definitions in this section to improve clarity and reflect industry practice. The amended definitions are *accessorial (additional) services, appliance service by third party, flight charge, line haul charges, long carry, and storage-in-transit*. The new definition of storage-in-transit, for example, corrects misinformation concerning the circumstances in which storage-in-transit may occur, the responsibility for the added charges, and the storage period (the 180-day limit in the old definition is inaccurate).

Subpart B—Before Requesting Services From Any Mover

(1) “How Must My Mover Handle Complaints and Inquiries?” In the previous version of the pamphlet, the closing sentence suggests that

individual shippers “may want to test” a mover's complaint system “to see how it works for you.” The Association considers this advice an open invitation to prospective customers to make “practice” complaints, and believes such bogus complaints would hamper movers' efficiency in serving their actual customers. The Association requested we remove the sentence.

Although we recognize the Association's concerns, we also support the consumer's right to choose a mover that practices good customer service. Therefore, rather than removing the sentence, we instead amended it to read: “You may want to be certain that the system is in place.”

(2) “Do I Have the Right To Inspect My Mover's Tariffs (Schedule of Charges) Applicable to My Move?” The closing paragraph of this section indicates that a mover's tariff “may contain other provisions that apply to your move. Ask your mover what they might be.” We agree with the petitioners that prospective shippers should be encouraged to exercise their right to request public information, and have amended the final sentence by adding the clause “and request a copy.”

(3) “May My Mover Accept Charge or Credit Cards for Payment?” For consistency with the revision to § 375.217(c)(1), we amended the sentences “The mover must arrange with you for delivery during the time when the mover's credit or collection department is open * * *.” The mover does not have to make these delivery arrangements with you when it has equipped its motor vehicle(s) with card transaction processing machines.” The amended language reads: “If your mover agrees to accept payment by charge or credit card, you must arrange with your mover for the delivery only at a time when your mover can obtain authorization for your credit card transaction.”

Subpart E—Pickup of My Shipment of Household Goods

In the previous version of the pamphlet, the last paragraph of the section “Should I Reach an Agreement With My Mover About Pickup and Delivery Times?” contained outdated information about “long carries” and “flight stair carries.” The petitioners point out that “long carries” and “flight stair carries” are no longer separate charges under the tariff most commonly used by movers. We amended the second sentence of this paragraph to read: “For example, because of restrictions trucks must follow at your new location, the mover may not be able

to take its truck down the street of your residence and may need to shuttle the shipment using another type of vehicle." As suggested by the petitioners, we also deleted the last sentence of the paragraph.

Subpart H—Collection of Charges

(1) In the section "How Must My Mover Present Its Freight or Expense Bill to Me?" (second paragraph), we amended "the rate per unit for each shipment" to "rate or charge per service performed." The Association pointed out that household goods tariffs do not ordinarily state rates in terms of definable units.

(2) In the section "Do I Have a Right To File a Claim To Recover Money for Property My Mover Lost or Damaged?" (second paragraph), we amended language that was contrary to the requirements of 49 U.S.C. 14708(d). The Association noted that the original language ("You have nine months following either the date of delivery, or the date when the shipment should have been delivered, to file a claim. * * * If you fail to file a claim within nine months * * * and later bring a legal action against the mover to recover the damage, you may not be able to recover your attorney fees even though you win the court action") was both incorrect and misleading. First, section 14708(d) is clear that recovery of attorney's fees in a court action by the shipper is contingent upon the shipper's submitting the claim to the carrier within 120 days, not 9 months. Second, except in rare cases, failure to submit a claim within 9 months bars recovery not merely of attorney's fees but of any fees whatsoever. We have rewritten this paragraph for clarity and accuracy:

You should file a claim as soon as possible. If you fail to file a claim within 9 months, your mover may not be required to accept your claim. If you institute a court action and win, you may be entitled to attorney's fees, but only in either of two circumstances. You may be entitled to attorney's fees if you submitted your claim to the carrier within 120 days after delivery, and a decision was not rendered through arbitration within the time required by law. You also may be entitled to attorney's fees if you submitted your claim to the carrier within 120 days after delivery, the court enforced an arbitration decision in your favor, and the time for the carrier to comply with the decision has passed.

Appendix A—Revisions for Consistency With Amendments to Part 375

For consistency with the amendments to part 375 in today's rule, we revised the corresponding sections of appendix A. These changes include:

(1) Revising subpart E—"Must my mover write up an order for service?"—to clarify that movers may require individual shippers to sign partially complete documents. The amended language reads:

Your mover should provide you with documents that are as complete as possible, and with all charges clearly identified. However, as a practical matter, your mover usually cannot give you a complete bill of lading before transporting your goods. This is both because the shipment cannot be weighed until it is in transit and because other charges for service, such as unpacking, storage-in-transit (SIT), and various destination charges, cannot be determined until the shipment reaches its destination.

Therefore, your mover can require you to sign a partially complete bill of lading if it contains all relevant information except the actual shipment weight and any other information necessary to determine the final charges for all service provided. Signing the bill of lading allows you to choose the valuation option, request special services, and/or acknowledge the terms and conditions of released valuation.

Your mover also may provide you, strictly for informational purposes, with blank or incomplete documents pertaining to the move.

(2) Revising subpart E, "Must my mover write up an inventory of the shipment?" (first paragraph), to clarify that the mover has latitude as to when to prepare the inventory and provide it to the shipper. The mover is required to do this *not* before loading the shipment, but instead "before or at the time of loading."

(3) Revising subpart H—*Collection of Charges* to clarify that this provision applies to all shipments that involve a balance due freight or expense bill or are shipped on credit.

(4) Amending the introductory section "Why Was I Given This Pamphlet?" for consistency with § 375.209. In the previous version of appendix A, the second paragraph of this section stated, "The mover will also furnish you with another booklet describing its procedure for handling your questions and complaints." Section 375.209, however, merely requires that the mover's complaint procedures be distributed to individual shippers in writing, not that they be contained in a separate booklet.

Appendix A—Amending the words "cubic yards or meters" to "cubic feet (or yards or meters)" to reflect industry practice. Movers routinely calculate volume in cubic feet, not cubic yards. This language appears in the appendix sections Subpart C—*Service Options Provided* ("What service options may my mover provide?") and Subpart E—*Pickup of My Shipment of Household Goods* ("Must my mover determine the weight of my shipment?").

Continued Applicability to Foreign Commerce

Section 375.101 ("Who must follow these regulations?") of the interim final rule published on June 11, 2003, limits the applicability of part 375 to "interstate commerce," whereas former § 375.1 specified that part 375 is applicable to both "interstate and foreign commerce." This apparent change in applicability was unintentional on our part. To avoid ambiguity, we have amended § 375.101 by cross-referencing the term "interstate commerce" to the definition of the same term in 49 CFR § 390.5. This makes it clear that FMCSA also regulates foreign motor carriers transporting household goods into or out of the United States.

Rulemaking Analyses and Notices

Executive Order 12866 (Regulatory Planning and Review) and DOT Regulatory Policies and Procedures

We have determined these amendments do not meet the criteria for a "significant regulatory action" as specified in Executive Order 12866 and within the meaning of DOT regulatory policies and procedures (44 FR 11034, Feb. 26, 1979). This document was not reviewed by the Office of Management and Budget.

Regulatory Flexibility Act

The Regulatory Flexibility Act (RFA) (5 U.S.C. 601–612), as amended by the Small Business Regulatory Enforcement and Fairness Act (Pub. L. 104–121), requires Federal agencies to analyze the impact of rulemakings on small entities, unless the agency certifies that the rule will not have a significant economic impact on a substantial number of small entities.

As noted in the *Regulatory Flexibility Act* section of the interim final rule published on June 11, 2003, this rule does not impose a significant economic impact on a substantial number of small entities. The original rule issued by the former Interstate Commerce Commission imposed paperwork requirements (creating, duplicating, and storing records, and practicing inventory control for those records) that were estimated at 785 hours for each entity (moving company). The interim final rule published on June 11, 2003, increased this time-and-cost burden by 458 hours, to an estimated total of 1,243 burden hours per entity.

Today's technical amendments do not increase the estimated burden hours for compliance with the household goods transportation regulations. The amendments respond to industry petitions, and make the interim final

rule more consistent with industry practice. Most entities, including small entities, already follow the principles, practices, and procedures captured in the technical amendments. Therefore, FMCSA certifies that these technical amendments will not have a significant impact on a substantial number of small entities.

Executive Order 13132 (Federalism)

The *Federalism* section in our interim final rule published on June 11, 2003, noted that the rule has been analyzed in accordance with the principles and criteria contained in Executive Order 13132, dated August 4, 1999 (64 FR 43255, Aug. 10, 1999). State Attorneys General and other State and local officials submitted comments to the May 1998 NPRM (63 FR 27126, May 15, 1998). We considered these comments in developing the interim final rule, and placed the comments in the rulemaking docket.

FMCSA certifies that the rule published on June 11, 2003, has federalism implications because it directly impacts the distribution of power and responsibilities among the various levels of government.

Federalism implications likewise attach to today's technical amendments.

We have submitted a federalism summary impact statement for the June 11, 2003, interim final rule to the Director of the Office of Management and Budget.

Unfunded Mandates Reform Act of 1995

The Unfunded Mandates Reform Act of 1995 (Pub. L. 104-4; 2 U.S.C. 1532) requires each agency to assess the effects of its regulatory actions on State, local, and tribal governments and the private sector. Any agency promulgating a final rule likely to result in a Federal mandate requiring expenditures by a State, local, or tribal government or by the private sector of \$100 million or more in any one year must prepare a written statement incorporating various assessments, estimates, and descriptions that are delineated in the Act. FMCSA determined that the changes in the June 11, 2003, interim final rule will not have an impact of \$100 million or more in any one year. No significant additional impact is associated with today's technical amendments.

Paperwork Reduction Act

Under the Paperwork Reduction Act of 1995 (PRA) (44 U.S.C. 3501-3520), a

Federal agency must obtain approval from OMB for each collection of information it conducts, sponsors, or requires through regulations. FMCSA sought approval of the information collection requirements in the "Transportation of Household Goods; Consumer Protection Regulations" interim final rule published on June 11, 2003. On June 19, 2003, OMB assigned control number 2126-0025 to this information collection, and the approval expires on June 30, 2006.

OMB approved 600,000 annual responses, 4,370,037 annual burden hours, and an annual information collection burden of \$37,247,000. It also approved FMCSA form number MCSA-2P to be used as part of the information collection process.

The following table summarizes the approved burden hours of the existing interim final rule by correlating the information collection activities with the sections of part 375 CFR in which they appear. A detailed analysis of the burden hours can be found in the OMB Supporting Statement for this rule. The Supporting Statement and its attachments are in Docket No. FMCSA-97-2979.

| Type of burden | Section | Hourly burden |
|--|---------|------------------|
| Agency Agreements | 375.205 | 19 |
| Minimum Advertising Information Soliciting Prospective Individual Shippers | 375.207 | 684 |
| Complaint and Inquiry Handling | 375.209 | 500,000 |
| Arbitration Program Summary | 375.211 | 8,000 |
| Your Rights and Responsibilities When You Move Booklet | 375.213 | 8,334 |
| Selling Insurance Policies | 375.303 | 100,000 |
| Estimates—Binding | 375.401 | 1,836,000 |
| Estimates—Non-binding | 375.401 | 1,224,000 |
| Orders for Service | 375.501 | 300,000 |
| Inventory | 375.503 | 0 |
| Bills of Lading | 375.505 | 300,000 |
| Volume to Weight Conversions | 375.507 | 4,000 |
| Weight Tickets | 375.519 | 42,000 |
| Notifications of Reasonable Dispatch Service Delays | 375.605 | 16,000 |
| Delivery More Than 24 Hrs. Ahead of Time | 375.607 | 1,000 |
| Notification of Storage-in-Transit Liability Assignments | 375.609 | 30,000 |
| Total Approved Burden Hours for Information Collection | | 4,370,037 |

* Making inventories was a usual and customary moving industry practice that FMCSA adopted on June 11, 2003, at the suggestion of the National Association of Consumer Agency Administrators and the American Moving and Storage Association. The PRA regulations at 5 CFR 1320.3(b)(2) allow FMCSA to calculate no burden when the agency demonstrates to OMB that the activity needed to comply with the specific regulation is usual and customary.

National Environmental Policy Act

The agency analyzed this rulemaking for purposes of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 *et seq.*) and has determined that this action does not have any effect on the quality of the environment.

Executive Order 12630 (Taking of Private Property)

This rule would not effect a taking of private property or otherwise have takings implications under Executive Order 12630, Governmental Actions and Interference with Constitutionally Protected Property Rights.

Executive Order 12372 (Intergovernmental Review)

Catalog of Federal Domestic Assistance Program Number 20.217, Motor Carrier Safety. The regulations implementing Executive Order 12372 regarding intergovernmental consultation on Federal programs and activities do not apply to this program.

Executive Order 13211 (Energy Supply, Distribution, or Use)

We have analyzed this action under Executive Order 13211, Actions Concerning Regulations That Significantly Affect Energy Supply, Distribution, or Use. This action is not a significant energy action within the meaning of section 4(b) of the Executive Order because as a procedural action it is not economically significant and will not have a significant adverse effect on the supply, distribution, or use of energy.

Executive Order 12988 (Civil Justice Reform)

This action meets applicable standards in sections 3(a) and 3(b)(2) of Executive Order 12988, Civil Justice Reform, to minimize litigation, eliminate ambiguity, and reduce burden.

List of Subjects in 49 CFR Part 375

Advertising, Arbitration, Consumer protection, Freight, Highways and roads, Insurance, Motor carriers, Moving of household goods, Reporting and recordkeeping requirements.

■ For the reasons set out in the preamble, FMCSA amends 49 CFR part 375 as set forth below:

PART 375—TRANSPORTATION OF HOUSEHOLD GOODS IN INTERSTATE COMMERCE; CONSUMER PROTECTION REGULATIONS

■ 1. The authority citation for part 375 continues to read as follows:

Authority: 5 U.S.C. 553; 49 U.S.C. 13301, 13704, 13707, 14104, 14706; and 49 CFR 1.73.

■ 2. Revise § 375.101 to read as follows:

§ 375.101 Who must follow these regulations?

You, a for-hire motor carrier engaged in the interstate transportation of household goods, must follow these regulations when offering your services to individual shippers. You are subject to this part only when you transport household goods for individual shippers by motor vehicle in interstate commerce as defined in § 390.5 of this subchapter.

■ 3. Revise § 375.105 to read as follows:

§ 375.105 What are the information collection requirements of this part?

(a) The information collection requirements of this part have been reviewed by the Office of Management and Budget pursuant to the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*) and have been assigned OMB control number 2126-0025.

(b) The information collection requirements are found in the following sections: Section 375.205, Section 375.207, Section 375.209, Section 375.211, Section 375.213, Section 375.215, Section 375.217, Section 375.303, Section 375.401, Section 375.403, Section 375.405, Section 375.409, Section 375.501, Section 375.503, Section 375.505, Section 375.507, Section 375.515, Section 375.519, Section 375.521, Section 375.605, Section 375.607, Section 375.609, Section 375.803, Section 375.805, and Section 375.807.

■ 4. Amend § 375.211 to revise paragraphs (a), (a)(2), and (b) to read as follows:

§ 375.211 Must I have an arbitration program?

(a) You must have an arbitration program to resolve property loss and damage disputes for individual shippers. You must establish and maintain an arbitration program with the following 11 minimum elements:

(1) * * *

(2) Before execution of the order for service, you must provide notice to the individual shipper of the availability of neutral arbitration, including all three of the following items:

(i) A summary of the arbitration procedure.

(ii) Any applicable costs.

(iii) A disclosure of the legal effects of election to use arbitration.

* * * * *

(b) You must produce and distribute a concise, easy-to-read, accurate summary of your arbitration program, including the items in this section.

■ 5. Amend § 375.217 to revise paragraph (c)(1) to read as follows:

§ 375.217 How must I collect charges upon delivery?

* * * * *

(c) * * *

(1) If you agree to accept payment by charge or credit card, you must arrange with the individual shipper for the delivery only at a time when you can obtain authorization for the shipper's credit card transaction.

* * * * *

■ 6. Revise § 375.303 to read as follows:

§ 375.303 If I sell liability insurance coverage, what must I do?

(a) You, your employee, or an agent may sell, offer to sell, or procure liability insurance coverage for loss or damage to shipments of any individual shipper only when the individual shipper releases the shipment for transportation at a value not exceeding

60 cents per pound (\$1.32 per kilogram) per article.

(b) You may offer, sell, or procure any type of insurance policy on behalf of the individual shipper covering loss or damage in excess of the specified carrier liability.

(c) If you sell, offer to sell, or procure liability insurance coverage for loss or damage to shipments:

(1) You must issue to the individual shipper a policy or other appropriate evidence of the insurance that the individual shipper purchased.

(2) You must provide a copy of the policy or other appropriate evidence to the individual shipper at the time you sell or procure the insurance.

(3) You must issue policies written in plain English.

(4) You must clearly specify the nature and extent of coverage under the policy.

(5) Your failure to issue a policy, or other appropriate evidence of insurance purchased, to an individual shipper will subject you to full liability for any claims to recover loss or damage attributed to you.

(6) You must provide in your tariff for the provision of selling, offering to sell, or procuring liability insurance coverage. The tariff must also provide for the base transportation charge, including your assumption of full liability for the value of the shipment. This would be in the event you fail to issue a policy or other appropriate evidence of insurance to the individual shipper at the time of purchase.

■ 7. Amend § 375.403 to revise paragraph (a)(7) to read as follows:

§ 375.403 How must I provide a binding estimate?

(a) * * *

(7) If you believe additional services are necessary to properly service a shipment after the household goods are in transit, you must inform the individual shipper what the additional services are before performing those services. You must allow the shipper at least one hour to determine whether he or she wants the additional services performed. If the individual shipper agrees to pay for the additional services, you must execute a written attachment to be made an integral part of the bill of lading contract and have the individual shipper sign the written attachment. This may be done through fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested. You must bill the individual shipper for the additional services after 30 days from delivery. If the individual shipper does not agree to pay the additional services, the carrier should

perform only those additional services as are required to complete the delivery, and bill the individual shipper for the additional services after 30 days from delivery.

* * * * *

■ 8. Amend § 375.405 to revise paragraph (b)(9) to read as follows:

§ 375.405 How must I provide a non-binding estimate?

* * * * *

(b) * * *

(9) If you believe additional services are necessary to properly service a shipment after the household goods are in transit, you must inform the individual shipper what the additional services are before performing those services. You must allow the shipper at least one hour to determine whether he or she wants the additional services performed. If the individual shipper agrees to pay for the additional services, you must execute a written attachment to be made an integral part of the bill of lading contract and have the individual shipper sign the written attachment. This may be done through fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested. You must bill the individual shipper for the additional services after 30 days from delivery. If the individual shipper does not agree to pay the additional services, the carrier should perform only those additional services as are required to complete the delivery, and bill the individual shipper for the additional services after 30 days from delivery.

* * * * *

■ 9. Amend § 375.501 to revise paragraphs (a)(2), (a)(15), and (d)(2) and to add paragraph (h) to read as follows:

§ 375.501 Must I write up an order for service?

(a) * * *

(2) The individual shipper's name, address, and, if available, telephone number(s).

* * * * *

(15) Whether the individual shipper requests notification of the charges before delivery. The individual shipper must provide you with the fax number(s) or address(es) where you will transmit the notifications by fax transmission; e-mail; overnight courier; or certified mail, return receipt requested.

* * * * *

(d) * * *

(2) You may require the individual shipper to sign an incomplete document at origin provided it contains all relevant shipping information except

the actual shipment weight and any other information necessary to determine the final charges for all services performed.

* * * * *

(h) You have the option of placing the valuation statement on either the order for service or the bill of lading, provided the order for service or bill of lading states the appropriate valuation selected by the shipper.

■ 10. Amend § 375.503 to revise paragraphs (b) and (c) to read as follows:

§ 375.503 Must I write up an inventory?

* * * * *

(b) You must prepare the inventory before or at the time of loading in the vehicle for transportation in a manner that provides the individual shipper with the opportunity to observe and verify the accuracy of the inventory if he or she so requests.

(c) You must furnish a complete copy of the inventory to the individual shipper before or at the time of loading the shipment. A copy of the inventory, signed by both you and the individual shipper, must be provided to the shipper, together with a copy of the bill of lading, before or at the time you load the shipment.

* * * * *

■ 11. Amend § 375.505 to revise paragraphs (a), (b)(5), (b)(14), and (c) and to add paragraph (e) to read as follows:

§ 375.505 Must I write up a bill of lading?

(a) You must issue a bill of lading. The bill of lading must contain the terms and conditions of the contract. A bill of lading may be combined with an order for service to include all the items required by § 375.501 of this subpart. You must furnish a partially complete copy of the bill of lading to the individual shipper before the vehicle leaves the residence at origin. The partially complete bill of lading must contain all relevant shipment information, except the actual shipment weight and any other information necessary to determine the final charges for all services performed.

(b) * * *

(5) When you transport on a collect-on-delivery basis, the name, address, and if furnished, the telephone number, facsimile number, or e-mail address of a person to notify about the charges. The notification may also be made by overnight courier or certified mail, return receipt requested.

* * * * *

(14) Each attachment to the bill of lading. Each attachment is an integral part of the bill of lading contract. If not provided elsewhere to the shipper, the

following three items must be added as an attachment to the bill of lading.

(i) The binding or non-binding estimate.

(ii) The order for service.

(iii) The inventory.

* * * * *

(c) A copy of the bill of lading must accompany a shipment at all times while in your (or your agent's) possession. Before the vehicle leaves the residence of origin, the bill of lading must be in the possession of the driver responsible for the shipment.

* * * * *

(e) You have the option of placing the valuation statement on either the order for service or the bill of lading, provided the order for service or bill of lading states the appropriate valuation selected by the shipper.

■ 12. Amend § 375.515 to revise paragraph (b) to read as follows:

§ 375.515 May an individual shipper waive his or her right to observe each weighing?

* * * * *

(b) If an individual shipper elects not to observe a reweighing, the shipper must waive that right in writing. The individual shipper may send the waiver notification via fax transmission; e-mail; overnight courier; or certified mail, return receipt requested.

* * * * *

■ 13. Amend § 375.521 to revise paragraph (a) to read as follows:

§ 375.521 What must I do if an individual shipper wants to know the actual weight or charges for a shipment before I tender delivery?

(a) If an individual shipper of a shipment being transported on a collect-on-delivery basis specifically requests notification of the actual weight or volume and charges on the shipment, you must comply with this request. This requirement is conditioned upon the individual shipper's supplying you with an address or telephone number where the individual shipper will receive the communication. You must make your notification by telephone; in person; fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested.

* * * * *

■ 14. Amend § 375.605 to revise paragraph (a) to read as follows:

§ 375.605 How must I notify an individual shipper of any service delays?

(a) When you are unable to perform either the pickup or delivery of a shipment on the dates or during the periods specified in the order for service and as soon as the delay becomes

apparent to you, you must notify the individual shipper of the delay, at your expense, in one of the following six ways:

- (1) By telephone.
- (2) In person.
- (3) Fax transmissions.
- (4) E-mail.
- (5) Overnight courier.
- (6) Certified mail, return receipt requested.

* * * * *

■ 15. Amend § 375.609 to revise paragraph (d) to read as follows:

§ 375.609 What must I do for shippers who store household goods in transit?

* * * * *

(d) You must notify the individual shipper by facsimile transmission; e-mail; overnight courier; or certified mail, return receipt requested.

* * * * *

■ 16. Revise § 375.801 to read as follows:

§ 375.801 What types of charges apply to subpart H?

This subpart applies to all shipments of household goods that:

- (a) Entail a balance due freight or expense bill, or
- (b) Are transported on an extension of credit basis.

■ 17. Revise § 375.803 to read as follows:

§ 375.803 How must I present my freight or expense bill?

You must present your freight or expense bill in accordance with § 375.807 of this subpart.

■ 18. Revise Appendix A to Part 375 to read as follows:

Appendix A to Part 375—Your Rights and Responsibilities When You Move

You must furnish this document to prospective individual shippers as required by 49 CFR 375.213. The text as it appears in this appendix may be reprinted in a form and manner chosen by you, provided it complies with § 375.213(b)(2) and (b)(3). You are not required to italicize titles of sections.

YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE

OMB No. 2126-0025.

Furnished by Your Mover, as Required by Federal Law

Authority: 49 U.S.C. 13301, 13704, 13707, and 14104; 49 CFR 1.73.

What Is Included in This Pamphlet?

In this pamphlet, you will find a discussion of each of these topics:

- Why Was I Given This Pamphlet?
- What Are the Most Important Points I Should Remember From This Pamphlet?
- What If I Have More Questions?

Subpart A—General Requirements

Who must follow the regulations?
What definitions are used in this pamphlet?

Subpart B—Before Requesting Services From Any Mover

What is my mover's normal liability for loss or damage when my mover accepts goods from me?

What actions by me limit or reduce my mover's normal liability?

What are dangerous or hazardous materials that may limit or reduce my mover's normal liability?

May my mover have agents?

What items must be in my mover's advertisements?

How must my mover handle complaints and inquiries?

Do I have the right to inspect my mover's tariffs (schedules of charges) applicable to my move?

Must my mover have an arbitration program?

Must my mover inform me about my rights and responsibilities under Federal law?

What other information must my mover provide to me?

How must my mover collect charges?

May my mover collect charges upon delivery?

May my mover extend credit to me?

May my mover accept charge or credit cards for my payments?

Subpart C—Service Options Provided

What service options may my mover provide?

If my mover sells liability insurance coverage, what must my mover do?

Subpart D—Estimating Charges

Must my mover estimate the transportation and accessorial charges for my move?

How must my mover estimate charges under the regulations?

What payment arrangements must my mover have in place to secure delivery of my household goods shipment?

Subpart E—Pickup of My Shipment of Household Goods

Must my mover write up an order for service?

Must my mover write up an inventory of the shipment?

Must my mover write up a bill of lading?

Should I reach an agreement with my mover about pickup and delivery times?

Must my mover determine the weight of my shipment?

How must my mover determine the weight of my shipment?

What must my mover do if I want to know the actual weight or charges for my shipment before delivery?

Subpart F—Transportation of My Shipment

Must my mover transport the shipment in a timely manner?

What must my mover do if it is able to deliver my shipment more than 24 hours before I am able to accept delivery?

What must my mover do for me when I store household goods in transit?

Subpart G—Delivery of My shipment

May my mover ask me to sign a delivery receipt releasing it from liability?

What is the maximum collect-on-delivery amount my mover may demand I pay at the time of delivery?

If my shipment is transported on more than one vehicle, what charges may my mover collect at delivery?

If my shipment is partially or totally lost or destroyed, what charges may my mover collect at delivery?

How must my mover calculate the charges applicable to the shipment as delivered?

Subpart H—Collection of Charges

Does this subpart apply to most shipments?

How must my mover present its freight or expense bill to me?

If I forced my mover to relinquish a collect-on-delivery shipment before the payment of ALL charges, how must my mover collect the balance?

What actions may my mover take to collect from me the charges in its freight bill?

Do I have a right to file a claim to recover money for property my mover lost or damaged?

Subpart I—Resolving Disputes With My Mover

What may I do to resolve disputes with my mover?

Why Was I Given This Pamphlet?

The Federal Motor Carrier Safety Administration's (FMCSA) regulations protect consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers.

The household goods carrier (mover) gave you this booklet to provide information about your rights and responsibilities as an individual shipper of household goods. Your primary responsibility is to select a reputable household goods carrier, ensure that you understand the terms and conditions of the contract, and understand and pursue the remedies that are available to you in case problems arise. You should talk to your mover if you have further questions. The mover will also furnish you with additional written information describing its procedure for handling your questions and complaints. The additional written information will include a telephone number you can call to obtain additional information about your move.

What Are the Most Important Points I Should Remember From This Pamphlet?

1. Movers must give written estimates.
2. Movers may give binding estimates.

3. Non-binding estimates are not always accurate; actual charges may exceed the estimate.

4. If your mover provides you (or someone representing you) with any partially complete document for your signature, you should verify the document is as complete as possible before signing it. Make sure the document contains all relevant shipping information, except the actual shipment weight and any other information necessary to determine the final charges for all services performed.

5. You may request from your mover the availability of guaranteed pickup and delivery dates.

6. Be sure you understand the mover's responsibility for loss or damage, and request an explanation of the difference between valuation and actual insurance.

7. You have the right to be present each time your shipment is weighed.

8. You may request a reweigh of your shipment.

9. If you agree to move under a non-binding estimate, you should confirm with your mover—in writing—the method of payment at delivery as cash, certified check, cashier's check, money order, or credit card.

10. Movers must offer a dispute settlement program as an alternative means of settling loss or damage claims. Ask your mover for details.

11. You should ask the person you speak to whether he or she works for the actual mover or a household goods broker. A household goods broker only arranges for the transportation. A household goods broker must not represent itself as a mover. A household goods broker does not own trucks of its own. The broker is required to find an authorized mover to provide the transportation. You should know that a household goods broker generally has no authority to provide you an estimate on behalf of a specific mover. If a household goods broker provides you an estimate, it may not be binding on the actual mover and you may have to pay the actual charges the mover incurs. A household goods broker is not responsible for loss or damage.

12. You may request complaint information about movers from the Federal Motor Carrier Safety Administration under the Freedom of Information Act. You may be assessed a fee to obtain this information. See 49 CFR part 7 for the schedule of fees.

13. You should seek estimates from at least three different movers. You should not disclose any information to the different movers about their competitors, as it may affect the accuracy of their estimates.

What If I Have More Questions?

If this pamphlet does not answer all of your questions about your move, do not hesitate to ask your mover's representative who handled the arrangements for your move, the driver who transports your shipment, or the mover's main office for additional information.

Subpart A—General Requirements

The primary responsibility for your protection lies with you in selecting a reputable household goods carrier, ensuring

you understand the terms and conditions of your contract with your mover, and understanding and pursuing the remedies that are available to you in case problems arise.

Who Must Follow the Regulations?

The regulations inform motor carriers engaged in the interstate transportation of household goods (movers) what standards they must follow when offering services to you. You, an individual shipper, are not directly subject to the regulations. However, your mover may be required by the regulations to force you to pay on time. The regulations only apply to your mover when the mover transports your household goods by motor vehicle in interstate commerce—that is, when you are moving from one State to another. The regulations do not apply when your interstate move takes place within a single commercial zone. A commercial zone is roughly equivalent to the local metropolitan area of a city or town. For example, a move between Brooklyn, NY, and Hackensack, NJ, would be considered to be within the New York City commercial zone and would not be subject to these regulations. Commercial zones are defined in 49 CFR part 372.

What Definitions Are Used in This Pamphlet?

Accessorial (Additional) Services—These are services such as packing, appliance servicing, unpacking, or piano stair carries that you request to be performed (or that are necessary because of landlord requirements or other special circumstances). Charges for these services may be in addition to the line haul charges.

Advanced Charges—These are charges for services performed by someone other than the mover. A professional, craftsman, or other third party may perform these services at your request. The mover pays for these services and adds the charges to your bill of lading charges.

Advertisement—This is any communication to the public in connection with an offer or sale of any interstate household goods transportation service. This will include written or electronic database listings of your mover's name, address, and telephone number in an on-line database. This excludes listings of your mover's name, address, and telephone number in a telephone directory or similar publication. However, Yellow Pages advertising is included within the definition.

Agent—A local moving company authorized to act on behalf of a larger, national company.

Appliance Service by Third Party—The preparation of major electrical appliances to make them safe for shipment. Charges for these services may be in addition to the line haul charges.

Bill of Lading—The receipt for your goods and the contract for their transportation.

Carrier—The mover transporting your household goods.

Cash on Delivery (COD)—This means payment is required at the time of delivery at the destination residence (or warehouse).

Certified Scale—Any scale designed for weighing motor vehicles, including trailers or

semitrailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority. A certified scale may also be a platform or warehouse type scale that is properly inspected and certified.

Estimate, Binding—This is an agreement made in advance with your mover. It guarantees the total cost of the move based upon the quantities and services shown on the estimate.

Estimate, Non-Binding—This is what your mover believes the cost will be, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding on the mover. The final charges will be based upon the actual weight of your shipment, the services provided, and the tariff provisions in effect.

Expedited Service—This is an agreement with the mover to perform transportation by a set date in exchange for charges based upon a higher minimum weight.

Flight Charge—A charge for carrying items up or down flights of stairs. Charges for these services may be in addition to the line haul charges.

Guaranteed Pickup and Delivery Service—An additional level of service featuring guaranteed dates of service. Your mover will provide reimbursement to you for delays. This premium service is often subject to minimum weight requirements.

High Value Article—These are items included in a shipment valued at more than \$100 per pound (\$220 per kilogram).

Household Goods, as used in connection with transportation, means the personal effects or property used, or to be used, in a dwelling, when part of the equipment or supplies of the dwelling. Transportation of the household goods must be arranged and paid for by you or by another individual on your behalf. This may include items moving from a factory or store when you purchase them to use in your dwelling. You must request that these items be transported, and you (or another individual on your behalf) must pay the transportation charges to the mover.

Inventory—The detailed descriptive list of your household goods showing the number and condition of each item.

Line Haul Charges—The charges for the vehicle transportation portion of your move. These charges, if separately stated, apply in addition to the accessorial service charges.

Long Carry—A charge for carrying articles excessive distances between the mover's vehicle and your residence. Charges for these services may be in addition to the line haul charges.

May—An option. You or your mover may do something, but it is not a requirement.

Mover—A motor carrier engaged in the transportation of household goods and its household goods agents.

Must—A legal obligation. You or your mover must do something.

Order for Service—The document authorizing the mover to transport your household goods.

Order (Bill of Lading) Number—The number used to identify and track your shipment.

Peak Season Rates—Higher line haul charges applicable during the summer months.

Pickup and Delivery Charges—Separate transportation charges applicable for transporting your shipment between the storage-in-transit warehouse and your residence.

Reasonable Dispatch—The performance of transportation on the dates, or during the period of time, agreed upon by you and your mover and shown on the Order for Service/ Bill of Lading. For example, if your mover deliberately withholds any shipment from delivery after you offer to pay the binding estimate or 110 percent of a non-binding estimate, your mover has not transported the goods with reasonable dispatch. The term "reasonable dispatch" excludes transportation provided under your mover's tariff provisions requiring guaranteed service dates. Your mover will have the defense of force majeure, *i.e.*, that the contract cannot be performed owing to causes that are outside the control of the parties and that could not be avoided by exercise of due care.

Should—A recommendation. We recommend you or your mover do something, but it is not a requirement.

Shuttle Service—The use of a smaller vehicle to provide service to residences not accessible to the mover's normal line haul vehicles.

Storage-In-Transit (SIT)—The temporary warehouse storage of your shipment pending further transportation, with or without notification to you. If you (or someone representing you) cannot accept delivery on the agreed-upon date or within the agreed-upon time period (for example, because your home is not quite ready to occupy), your mover may place your shipment into SIT without notifying you. In those circumstances, you will be responsible for the added charges for SIT service, as well as the warehouse handling and final delivery charges.

However, your mover also may place your shipment into SIT if your mover was able to make delivery before the agreed-upon date (or before the first day of the agreed-upon delivery period), but you did not concur with early delivery. In those circumstances, your mover must notify you immediately of the SIT, and your mover is fully responsible for redelivery charges, handling charges, and storage charges.

Surface Transportation Board—An agency within the U.S. Department of Transportation that regulates household goods carrier tariffs, among other responsibilities. The Surface Transportation Board's address is 1925 K Street, NW., Washington, DC 20423-0001 Tele. 202-565-1674.

Tariff—An issuance (in whole or in part) containing rates, rules, regulations, classifications, or other provisions. The Surface Transportation Board requires that a tariff contain three specific items. First, an accurate description of the services the mover offers to the public. Second, the specific applicable rates (or the basis for calculating the specific applicable rates) and service terms for services offered to the public. Third, the mover's tariff must be arranged in a way that allows you to determine the exact rate(s) and service terms applicable to your shipment.

Valuation—The degree of worth of the shipment. The valuation charge compensates

the mover for assuming a greater degree of liability than is provided for in its base transportation charges.

Warehouse Handling—A charge may be applicable each time SIT service is provided. Charges for these services may be in addition to the line haul charges. This charge compensates the mover for the physical placement and removal of items within the warehouse.

We, Us, and Our—The Federal Motor Carrier Safety Administration (FMCSA).

You and Your—You are an individual shipper of household goods. You are a consignor or consignee of a household goods shipment and your mover identifies you as such in the bill of lading contract. You own the goods being transported and pay the transportation charges to the mover.

Where may other terms used in this pamphlet be defined? You may find other terms used in this pamphlet defined in 49 U.S.C. 13102. The statute controls the definitions in this pamphlet. If terms are used in this pamphlet and the terms are defined neither here nor in 49 U.S.C. 13102, the terms will have the ordinary practical meaning of such terms.

Subpart B—Before Requesting Services From Any Mover

What Is My Mover's Normal Liability for Loss or Damage When My Mover Accepts Goods From Me?

In general, your mover is legally liable for loss or damage that occurs during performance of any transportation of household goods and of all related services identified on your mover's lawful bill of lading.

Your mover is liable for loss of, or damage to, any household goods to the extent provided in the current Surface Transportation Board's Released Rates Order. You may obtain a copy of the current Released Rates Order by contacting the Surface Transportation Board at the address provided under the definition of the Surface Transportation Board. The rate may be increased annually by your mover based on the U.S. Department of Commerce's Cost of Living Adjustment. Your mover may have additional liability if your mover sells liability insurance to you.

All moving companies are required to assume liability for the value of the goods transported. However, there are different levels of liability, and you should be aware of the amount of protection provided and the charges for each option.

Basically, most movers offer two different levels of liability (options 1 and 2 below) under the terms of their tariffs and the Surface Transportation Board's Released Rates Orders. These orders govern the moving industry.

Option 1: Released Value

This is the most economical protection option available. This no-additional-cost option provides minimal protection. Under this option, the mover assumes liability for no more than 60 cents per pound (\$1.32 cents per kilogram), per article. Loss or damage claims are settled based upon the pound

(kilogram) weight of the article multiplied by 60 cents per pound (\$1.32 cents per kilogram). For example, if your mover lost or destroyed a 10-pound (4.54-kilogram) stereo component valued at \$1,000, your mover would be liable for no more than \$6.00. Obviously, you should think carefully before agreeing to such an arrangement. There is no extra charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it.

Option 2: Full Value Protection (FVP)

Under this option, the mover is liable for the replacement value of lost or damaged goods (as long as it doesn't exceed the total declared value of the shipment). If you elect to purchase full value protection, and your mover loses, damages or destroys your articles, your mover must repair, replace with like items, or settle in cash at the current market replacement value, regardless of the age of the lost or damaged item. The minimum declared value of a shipment under this option is \$5,000 or \$4.00 times the actual total weight (in pounds) of the shipment, whichever is greater. For example, the minimum declared value for a 4,000-pound (1,814.4-kilogram) shipment would be \$16,000. Your mover may offer you FVP with a \$250 or \$500 deductible, or with no deductible at all. The amount of the deductible will affect the cost of your FVP coverage. The \$4.00 per pound minimum valuation rate may be increased annually by your mover based on changes in the household furnishings element of the Consumer Price Index established by the U.S. Department of Labor's Bureau of Labor Statistics.

Unless you specifically agree to other arrangements, the mover must assume liability for the entire shipment based upon this option. The approximate cost for FVP is \$8.50 for each \$1,000 of declared value; however, it may vary by mover. In the example above, the valuation charge for a shipment valued at \$16,000 would be \$136.00. As noted above, this fee may be adjusted annually by your mover based on changes in the household furnishings element of the Consumer Price Index.

Under both of these liability options, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (\$220 per kilogram). Ask your mover for a complete explanation of this limitation before your move. It is your responsibility to study this provision carefully and make the necessary declaration.

These optional levels of liability are not insurance agreements governed by State insurance laws, but instead are authorized under Released Rates Orders of the Surface Transportation Board of the U.S. Department of Transportation.

In addition to these options, some movers may also offer to sell, or procure for you, separate liability insurance from a third-party insurance company when you release your shipment for transportation at the minimum released value of 60 cents per pound (\$1.32

per kilogram) per article (option 1). This is not valuation coverage governed by Federal law, but optional insurance regulated under State law. If you purchase this separate coverage and your mover is responsible for loss or damage, the mover is liable only for an amount not exceeding 60 cents per pound (\$1.32 per kilogram) per article, and the balance of the loss is recoverable from the insurance company up to the amount of insurance purchased. The mover's representative can advise you of the availability of such liability insurance, and the cost.

If you purchase liability insurance from or through your mover, the mover is required to issue a policy or other written record of the purchase and to provide you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover becomes fully liable for any claim for loss or damage attributed to its negligence.

What Actions by Me Limit or Reduce My Mover's Normal Liability?

Your actions may limit or reduce your mover's normal liability under the following three circumstances:

(1) You include perishable, dangerous, or hazardous materials in your household goods without your mover's knowledge.

(2) You choose liability option 1 but ship household goods valued at more than 60 cents per pound (\$1.32 per kilogram) per article.

(3) You fail to notify your mover in writing of articles valued at more than \$100 per pound (\$220 per kilogram). (If you *do* notify your mover, you will be entitled to full recovery up to the declared value of the article or articles, not to exceed the declared value of the entire shipment.)

What Are Dangerous or Hazardous Materials That May Limit or Reduce My Mover's Normal Liability?

Federal law forbids you to ship hazardous materials in your household goods boxes or luggage without informing your mover. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). You could also lose or damage your household goods by fire, explosion, or contamination.

If you offer hazardous materials to your mover, you are considered a hazardous materials shipper and must comply with the hazardous materials requirements in 49 CFR parts 171, 172, and 173, including but not limited to package labeling and marking, shipping papers, and emergency response information. Your mover must comply with 49 CFR parts 171, 172, 173, and 177 as a hazardous materials carrier.

Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives, and radioactive materials. Examples: Nail polish remover, paints, paint thinners, lighter fluid, gasoline, fireworks, oxygen bottles, propane cylinders, automotive repair and maintenance chemicals, and radio-pharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of

medicinal and toilet articles carried in your household goods and certain smoking materials carried on your person. For further information, contact your mover.

May My Mover Have Agents?

Yes, your mover may have agents. If your mover has agents, your mover must have written agreements with its prime agents. Your mover and its retained prime agent must sign their agreements. Copies of your mover's prime agent agreements must be in your mover's files for a period of at least 24 months following the date of termination of each agreement.

What Items Must Be in My Mover's Advertisements?

Your mover must publish and use only truthful, straightforward, and honest advertisements. Your mover must include certain information in all advertisements for all services (including any accessorial services incidental to or part of interstate transportation). Your mover must require each of its agents to include the same information in its advertisements. The information must include the following two pieces of information about your mover:

(1) Name or trade name of the mover under whose USDOT number the advertised service will originate.

(2) USDOT number, assigned by FMCSA, authorizing your mover to operate. Your mover must display the information as: USDOT No. (assigned number).

You should compare the name or trade name of the mover and its USDOT number to the name and USDOT number on the sides of the truck(s) that arrive at your residence. The names and numbers should be identical. If the names and numbers are not identical, you should ask your mover immediately why they are not. You should not allow the mover to load your household goods on its truck(s) until you obtain a satisfactory response from the mover's local agent. The discrepancies may warn of problems you will have later in your business dealings with this mover.

How Must My Mover Handle Complaints and Inquiries?

All movers are expected to respond promptly to complaints or inquiries from you, the customer. Should you have a complaint or question about your move, you should first attempt to obtain a satisfactory response from the mover's local agent, the sales representative who handled the arrangements for your move, or the driver assigned to your shipment.

If for any reason you are unable to obtain a satisfactory response from one of these persons, you should then contact the mover's principal office. When you make such a call, be sure to have available your copies of all documents relating to your move. *Particularly important is the number assigned to your shipment by your mover.*

Interstate movers are also required to offer neutral arbitration as a means of resolving consumer loss or damage disputes involving loss of or damage to household goods. Your mover is required to provide you with information regarding its arbitration program. You have the right to pursue court action under 49 U.S.C. 14704 to seek judicial

redress directly rather than participate in your mover's arbitration program.

All interstate moving companies are required to maintain a complaint and inquiry procedure to assist their customers. At the time you make the arrangements for your move, you should ask the mover's representative for a description of the mover's procedure, the telephone number to be used to contact the mover, and whether the mover will pay for such telephone calls. Your mover's procedure must include the following four things:

(1) A communications system allowing you to communicate with your mover's principal place of business by telephone.

(2) A telephone number.

(3) A clear and concise statement about who must pay for complaint and inquiry telephone calls.

(4) A written or electronic record system for recording all inquiries and complaints received from you by any means of communication.

Your mover must give you a clear and concise written description of its procedure. You may want to be certain that the system is in place.

Do I Have the Right to Inspect My Mover's Tariffs (Schedules of Charges) Applicable to My Move?

Federal law requires your mover to advise you of your right to inspect your mover's tariffs (its schedules of rates or charges) governing your shipment. Movers' tariffs are made a part of the contract of carriage (bill of lading) between you and the mover. You may inspect the tariff at the mover's facility, or, upon request, the mover will furnish you a free copy of any tariff provision containing the mover's rates, rules, or charges governing your shipment.

Tariffs may include provisions limiting the mover's liability. This would generally be described in a section on declaring value on the bill of lading. A second tariff provision may set the periods for filing claims. This would generally be described in Section 6 on the reverse side of a bill of lading. A third tariff provision may reserve your mover's right to assess additional charges for additional services performed. For non-binding estimates, another tariff provision may base charges upon the exact weight of the goods transported. Your mover's tariff may contain other provisions that apply to your move. Ask your mover what they might be, and request a copy.

Must My Mover Have an Arbitration Program?

Your mover must have an arbitration program for your use in resolving disputes concerning loss or damage to your household goods. You have the right not to participate in the arbitration program. You may pursue court action under 49 U.S.C. 14704 to seek judicial remedies directly. Your mover must establish and maintain an arbitration program with the following 11 minimum elements:

(1) The arbitration program offered to you must prevent your mover from having any special advantage because you live or work in a place distant from the mover's principal or other place of business.

(2) Before your household goods are tendered for transport, your mover must provide notice to you of the availability of neutral arbitration, including the following three things:

- (a) A summary of the arbitration procedure.
- (b) Any applicable costs.
- (c) A disclosure of the legal effects of electing to use arbitration.

(3) Upon your request, your mover must provide information and forms it considers necessary for initiating an action to resolve a dispute under arbitration.

(4) Each person authorized to arbitrate must be independent of the parties to the dispute and capable of resolving such disputes fairly and expeditiously. Your mover must ensure the arbitrator is authorized and able to obtain from you or your mover any material or relevant information to carry out a fair and expeditious decision-making process.

(5) You must not be required to pay more than one-half of the arbitration's cost. The arbitrator may determine the percentage of payment of the costs for each party in the arbitration decision, but must not make you pay more than half.

(6) Your mover must not require you to agree to use arbitration before a dispute arises.

(7) You will be bound by arbitration for claims of \$5,000 or less if you request arbitration.

(8) You will be bound by arbitration for claims of more than \$5,000 only if you request arbitration and your mover agrees to it.

(9) If you and your mover both agree, the arbitrator may provide for an oral presentation of a dispute by a party or representative of a party.

(10) The arbitrator must render a decision within 60 days of receipt of written notification of the dispute, and a decision by an arbitrator may include any remedies appropriate under the circumstances.

(11) The 60-day period may be extended for a reasonable period if you fail, or your mover fails, to provide information in a timely manner.

Your mover must produce and distribute a concise, easy-to-read, accurate summary of its arbitration program.

Must My Mover Inform Me About My Rights and Responsibilities Under Federal Law?

Yes, your mover must inform you about your rights and responsibilities under Federal law. Your mover must produce and distribute this document. It should be in the general order and contain the text of appendix A to 49 CFR part 375.

What Other Information Must My Mover Provide Me?

Before your mover executes an order for service for a shipment of household goods, your mover must furnish you with the following four documents:

(1) The contents of appendix A, "Your Rights and Responsibilities When You Move"—this pamphlet.

(2) A concise, easy-to-read, accurate summary of your mover's arbitration program.

(3) A notice of availability of the applicable sections of your mover's tariff for the estimate of charges, including an explanation that you may examine the tariff sections or have copies sent to you upon request.

(4) A concise, easy-to-read, accurate summary of your mover's customer complaint and inquiry handling procedures. Included in this summary must be the following two items:

- (a) The main telephone number you may use to communicate with your mover.
- (b) A clear and concise statement concerning who must pay for telephone calls.

Your mover may, at its discretion, provide additional information to you.

How Must My Mover Collect Charges?

Your mover must issue you an honest, truthful freight or expense bill for each shipment transported. Your mover's freight or expense bill must contain the following 19 items:

- (1) Name of the consignor.
- (2) Name of the consignees.
- (3) Date of the shipment.
- (4) Origin point.
- (5) Destination points.
- (6) Number of packages.
- (7) Description of the freight.
- (8) Weight of the freight (if applicable to the rating of the freight).
- (9) The volume of the freight (if applicable to the rating of the freight).
- (10) The measurement of the freight (if applicable to the rating of the freight).
- (11) Exact rate(s) assessed.
- (12) Disclosure of the actual rates, charges, and allowances for the transportation service, when your mover electronically presents or transmits freight or expense bills to you. These rates must be in accordance with the mover's applicable tariff.
- (13) An indication of whether adjustments may apply to the bill.
- (14) Total charges due and acceptable methods of payment.
- (15) The nature and amount of any special service charges.
- (16) The points where special services were rendered.
- (17) Route of movement and name of each mover participating in the transportation.
- (18) Transfer points where shipments moved.
- (19) Address where you must pay or address of bill issuer's principal place of business.

Your mover must present its freight or expense bill to you within 15 days of the date of delivery of a shipment at its destination. The computation of time excludes Saturdays, Sundays, and Federal holidays.

If your mover lacks sufficient information to compute its charges, your mover must present its freight bill for payment within 15 days of the date when sufficient information does become available.

May My Mover Collect Charges Upon Delivery?

Yes. Your mover must specify the form of payment acceptable at delivery when the mover prepares an estimate and order for service. The mover and its agents must honor the form of payment at delivery, except when

you mutually agree to a change in writing. The mover must also specify the same form of payment when it prepares your bill of lading, unless you agree to a change. See also "May my mover accept charge or credit cards for my payments?"

You must be prepared to pay 10 percent more than the estimated amount, if your goods are moving under a non-binding estimate. Every collect-on-delivery shipper must have available 110 percent of the estimate at the time of delivery.

May My Mover Extend Credit to Me?

Extending credit to you is not the same as accepting your charge or credit card(s) as payment. Your mover may extend credit to you in the amount of the tariff charges. If your mover extends credit to you, your mover becomes like a bank offering you a line of credit, whose size and interest rate are determined by your ability to pay its tariff charges within the credit period. Your mover must ensure you will pay its tariff charges within the credit period. Your mover may relinquish possession of freight before you pay its tariff charges, at its discretion.

The credit period must begin on the day following presentation of your mover's freight bill to you. Under Federal regulation, the standard credit period is 15 days, including Saturdays, Sundays, and Federal holidays, except your mover may establish its own standard credit period of up to 30 calendar days. Your mover may also establish a service charge for extending credit, including a minimum service charge. Your mover's service charge applies only when your payments are made after its established standard credit period. For example, if your mover's established standard credit period is less than the maximum 30-calendar-day period, your mover may extend credit including a service charge for the additional time up to the maximum 30-calendar-day period. If your mover extends such credit, you may elect to postpone payment, including the service charge, until the end of the extended credit period.

Your mover may establish additional service charges for payments made after the expiration of the 30-calendar-day period. If your mover establishes additional service charges, your mover must begin to compute service charges on the day following the last day of its standard credit period. If your mover establishes service charges, your mover must notify you about the following three things:

(1) The only purpose of the service charge is to prevent you from having free use of the mover's funds.

(2) The service charge encourages your prompt payment.

(3) Your failure to pay within the credit period will require your mover to determine whether you will comply with the Federal household goods transportation credit regulations in good faith in the future before extending credit again.

May My Mover Accept Charge or Credit Cards for My Payments?

Your mover may allow you to use a charge or credit card for payment of the freight charges. Your mover may accept charge or

credit cards whenever you ship with it under an agreement and tariff requiring payment by cash or cash equivalents. Cash equivalents are a certified check, money order, or cashier's check (a check that a financial institution—bank, credit union, savings and loan—draws upon itself and that is signed by an officer of the financial institution).

If your mover allows you to pay for a freight or expense bill by charge or credit card, your mover deems such a payment to be equivalent to payment by cash, certified check, or cashier's check. It must note in writing on the order for service and the bill of lading whether you may pay for the transportation and related services using a charge or credit card. You should ask your mover at the time the estimate is written whether it will accept charge or credit cards at delivery.

The mover must specify what charge or credit cards it will accept, such as American Express™, Discover™, MasterCard™, or Visa™. If your mover agrees to accept payment by charge or credit card, you must arrange with your mover for the delivery only at a time when your mover can obtain authorization for your credit card transaction.

If you cause a charge or credit card issuer to reverse a transaction, your mover may consider your action tantamount to forcing your mover to provide an involuntary extension of its credit.

Subpart C—Service Options Provided

What Service Options May My Mover Provide?

Your mover may provide any service options it chooses. It is customary for movers to offer several price and service options.

The total cost of your move may increase if you want additional or special services. Before you agree to have your shipment moved under a bill of lading providing special service, you should have a clear understanding with your mover of what the additional cost will be. You should always consider whether other movers may provide the services you require without requiring you to pay the additional charges.

One service option is a *space reservation*. If you agree to have your shipment transported under a space reservation agreement, you will pay for a minimum number of cubic feet of space in the moving van regardless of how much space in the van your shipment actually occupies.

A second option is *expedited service*. This aids you if you must have your shipments transported on or between specific dates when the mover could not ordinarily agree to do so in its normal operations.

A third customary service option is *exclusive use of a vehicle*. If for any reason you desire or require that your shipment be moved by itself on the mover's truck or trailer, most movers will provide such service.

Another service option is *guaranteed service on or between agreed dates*. You enter into an agreement with the mover where the mover provides for your shipment to be picked up, transported to destination, and delivered on specific guaranteed dates. If the mover fails to provide the service as agreed,

you are entitled to be compensated at a predetermined amount or a daily rate (per diem) regardless of the expense you might actually have incurred as a result of the mover's failure to perform.

Before requesting or agreeing to any of these price and service options, be sure to ask the mover's representatives about the final costs you will pay.

Transport of Shipments on Two or More Vehicles

Although all movers try to move each shipment on one truck, it becomes necessary, at times, to divide a shipment among two or more trucks. This may occur if your mover has underestimated the cubic feet (meters) of space required for your shipment and it will not all fit on the first truck. Your mover will pick up the remainder, or "leave behind," on a second truck at a later time, and this part of your shipment may arrive at the destination later than the first truck. When this occurs, your transportation charges will be determined as if the entire shipment had moved on one truck.

If it is important for you to avoid this inconvenience of a "leave behind," be sure your estimate includes an accurate calculation of the cubic feet (meters) required for your shipment. Ask your estimator to use a "Table of Measurements" form in making this calculation. Consider asking for a binding estimate. A binding estimate is more likely to be conservative with regard to cubic feet (meters) than a non-binding estimate. If the mover offers space reservation service, consider purchasing this service for the necessary amount of space plus some margin for error. In any case, you would be prudent to "prioritize" your goods in advance of the move so the driver will load the more essential items on the first truck if some are left behind.

If My Mover Sells Liability Insurance Coverage, What Must My Mover Do?

If your mover provides the service of selling additional liability insurance, your mover must follow certain regulations.

Your mover, its employees, or its agents, may sell, offer to sell, or procure additional liability insurance coverage for you for loss or damage to your shipment if you release the shipment for transportation at a value not exceeding 60 cents per pound (\$1.32 per kilogram) per article.

Your mover may offer, sell, or procure any type of insurance policy covering loss or damage in excess of its specified liability.

Your mover must issue you a policy or other appropriate evidence of the insurance you purchased. Your mover must provide a copy of the policy or other appropriate evidence to you at the time your mover sells or procures the insurance. Your mover must issue policies written in plain English.

Your mover must clearly specify the nature and extent of coverage under the policy. Your mover's failure to issue you a policy, or other appropriate evidence of insurance you purchased, will subject your mover to full liability for any claims to recover loss or damage attributed to it.

Your mover's tariff must provide for liability insurance coverage. The tariff must

also provide for the base transportation charge, including its assumption of full liability for the value of the shipment. This would offer you a degree of protection in the event your mover fails to issue you a policy or other appropriate evidence of insurance at the time of purchase.

Subpart D—Estimating Charges

Must My Mover Estimate the Transportation and Accessorial Charges for My Move?

We require your mover to prepare a written estimate on every shipment transported for you. You are entitled to a copy of the written estimate when your mover prepares it. Your mover must provide you a written estimate of all charges, including transportation, accessorial, and advance charges. Your mover's "rate quote" is not an estimate. You and your mover must sign the estimate of charges. Your mover must provide you with a dated copy of the estimate of charges at the time you sign the estimate.

You should be aware that if you receive an estimate from a household goods broker, the mover is not required to accept the estimate. Be sure to obtain a written estimate from the mover if a mover tells you orally that it will accept the broker's estimate.

Your mover must specify the form of payment the mover and its delivering agent will honor at delivery. Payment forms may include but are not limited to cash, certified check, money order, cashier's check, a specific charge card such as American Express™, a specific credit card such as Visa™, and your mover's own credit.

If your mover provides you with an estimate based on volume that will later be converted to a weight-based rate, the mover must provide you an explanation in writing of the formula used to calculate the conversion to weight. Your mover must specify that the final charges will be based on actual weight and services. Before loading your household goods, and upon mutual agreement between you and your mover, your mover may amend an estimate of charges. Your mover may not amend the estimate after loading the shipment.

A *binding estimate* is an agreement made in advance with your mover. It guarantees the total cost of the move based upon the quantities and services shown on your mover's estimate.

A *non-binding estimate* is what your mover believes the total cost will be for the move, based upon the estimated weight of the shipment and the accessorial services requested. A non-binding estimate is not binding on your mover. Your mover will base the final charges upon the actual weight of your shipment, the services provided, and its tariff provisions in effect. You must be prepared to pay 10 percent more than the estimated amount at delivery.

How Must My Mover Estimate Charges Under the Regulations?

Binding Estimates

Your mover may charge you for providing a binding estimate. The binding estimate must clearly describe the shipment and all services provided.

When you receive a binding estimate, you cannot be required to pay any more than the estimated amount at delivery. If you have requested the mover provide more services than those included in the estimate, the mover must not demand full payment for those added services at time of delivery. Instead, the mover must bill for those services later, as explained below. Such services might include destination charges that often are not known at origin (such as long carry charges, shuttle charges, or extra stair carry charges).

A binding estimate must be in writing, and a copy must be made available to you before you move.

If you agree to a binding estimate, you are responsible for paying the charges due by cash, certified check, money order, or cashier's check. The charges are due your mover at the time of delivery unless your mover agrees, before you move, to extend credit or to accept payment by a specific charge card such as American Express™ or a specific credit card such as Visa™. If you are unable to pay at the time the shipment is delivered, the mover may place your shipment in storage at your expense until you pay the charges.

Other requirements of binding estimates include the following eight elements:

(1) Your mover must retain a copy of each binding estimate as an attachment to the bill of lading.

(2) Your mover must clearly indicate upon each binding estimate's face that the estimate is binding upon you and your mover. Each binding estimate must also clearly indicate on its face that the charges shown are the charges to be assessed for only those services specifically identified in the estimate.

(3) Your mover must clearly describe binding estimate shipments and all services to be provided.

(4) If, before loading your shipment, your mover believes you are tendering additional household goods or are requiring additional services not identified in the binding estimate, and you and your mover cannot reach an agreement, your mover may refuse to service the shipment. If your mover agrees to service the shipment, your mover must do one of the following three things:

(a) Reaffirm the binding estimate.

(b) Negotiate a revised written binding estimate listing the additional household goods or services.

(c) Add an attachment to the contract, in writing, stating you both will consider the original binding estimate as a non-binding estimate. You should read more below. This may seriously affect how much you may pay for the entire move.

(5) Once your mover loads your shipment, your mover's failure to execute a new binding estimate or to agree with you to treat the original estimate as a non-binding estimate signifies it has reaffirmed the original binding estimate. Your mover may not collect more than the amount of the original binding estimate, except as provided in the next two paragraphs.

(6) Your mover may believe additional services are necessary to properly service your shipment after your household goods are in transit. Your mover must inform you

what the additional services are before performing them. Your mover must allow you at least one hour to determine whether you want the additional services performed. Such additional services include carrying your furniture up additional stairs or using an elevator. If these services do not appear on your mover's estimate, your mover must deliver your shipment and bill you later for the additional services.

If you agree to pay for the additional services, your mover must execute a written attachment to be made an integral part of the bill of lading and have you sign the written attachment. This may be done through fax transmissions. You will be billed for the additional services 30 days following the date of delivery.

(7) If you add additional services after your household goods are in transit, you will be billed for the additional services but only be expected to pay the full amount of the binding estimate to receive delivery. Thirty days after delivery, your mover must bill you for the balance of any remaining charges. For example, if your binding estimate shows total charges at delivery should be \$1,000 but your actual charges at destination are \$1,500, your mover must deliver the shipment upon payment of \$1,000. The mover must bill you for the remaining \$500 after 30 days from delivery.

(8) Failure of your mover to relinquish possession of a shipment upon your offer to pay the binding estimate amount constitutes your mover's failure to transport a shipment with "reasonable dispatch" and subjects your mover to cargo delay claims pursuant to 49 CFR part 370.

Non-Binding Estimates

Your mover is not permitted to charge you for giving a non-binding estimate.

A non-binding estimate is not a bid or contract. Your mover provides it to you to give you a general idea of the cost of the move, but it does not bind your mover to the estimated cost. You should expect the final cost to be more than the estimate. The actual cost will be in accordance with your mover's tariffs. Federal law requires your mover to collect the charges shown in its tariffs, regardless of what your mover writes in its non-binding estimates. That is why it is important to ask for copies of the mover's tariffs before deciding on a mover. The charges contained in movers' tariffs are essentially the same for the same weight shipment moving the same distance. If you obtain different non-binding estimates from different movers, you must pay only the amount specified in your mover's tariff. Therefore, a non-binding estimate may have no effect on the amount that you will ultimately have to pay.

You must be prepared to pay 10 percent more than the estimated amount at the time of delivery. Every collect-on-delivery shipper must have available 110 percent of the estimate at the time of delivery. If you order additional services from your mover after your goods are in transit, the mover will then bill you 30 days after delivery for any remaining charges.

Non-binding estimates must be in writing and clearly describe the shipment and all

services provided. Any time a mover provides such an estimate, the amount of the charges estimated must be on the order for service and bill of lading related to your shipment. When you are given a non-binding estimate, do not sign or accept the order for service or bill of lading unless the mover enters the amount estimated on each form it prepares.

Other requirements of non-binding estimates include the following nine elements:

(1) Your mover must provide reasonably accurate non-binding estimates based upon the estimated weight of the shipment and services required.

(2) Your mover must explain to you that all charges on shipments moved under non-binding estimates will be those appearing in your mover's tariffs applicable to the transportation. If your mover provides a non-binding estimate of approximate costs, your mover is not bound by such an estimate.

(3) Your mover must furnish non-binding estimates without charge and in writing to you.

(4) Your mover must retain a copy of each non-binding estimate as an attachment to the bill of lading.

(5) Your mover must clearly indicate on the face of a non-binding estimate that the estimate is not binding upon your mover and the charges shown are the approximate charges to be assessed for the services identified in the estimate.

(6) Your mover must clearly describe on the face of a non-binding estimate the entire shipment and all services to be provided.

(7) If, before loading your shipment, your mover believes you are tendering additional household goods or requiring additional services not identified in the non-binding estimate, and you and your mover cannot reach an agreement, your mover may refuse to service the shipment. If your mover agrees to service the shipment, your mover must do one of the following two things:

(a) Reaffirm the non-binding estimate.

(b) Negotiate a revised written non-binding estimate listing the additional household goods or services.

(8) Once your mover loads your shipment, your mover's failure to execute a new estimate signifies it has reaffirmed the original non-binding estimate. Your mover may not collect more than 110 percent of the amount of this estimate at destination.

(9) Your mover may believe additional services are necessary to properly service your shipment after your household goods are in transit. Your mover must inform you what the additional services are before performing them. Your mover must allow you at least one hour to determine whether you want the additional services performed. Such additional services include carrying your furniture up additional stairs or using an elevator. If these services do not appear on your mover's estimate, your mover must deliver your shipment and bill you later for the additional services.

If you agree to pay for the additional services, your mover must execute a written attachment to be made an integral part of the bill of lading and have you sign the written attachment. This may be done through fax

transmissions. You will be billed for the additional services after 30 days from delivery.

(10) If you add additional services after your household goods are in transit, you will be billed for the additional services. To receive delivery, however, you are required to pay no more than 110 percent of the non-binding estimate. Thirty days after delivery, your mover must bill you for any remaining balance. For example, if your non-binding estimate shows total charges at delivery should be \$1,000 but your actual charges at destination are \$1,500, your mover must deliver the shipment upon payment of \$1,100. The mover must bill you for the remaining \$400 after 30 days from delivery.

If your mover furnishes a non-binding estimate, your mover must enter the estimated charges upon the order for service and upon the bill of lading.

Your mover must retain a record of all estimates of charges for each move performed for at least one year from the date your mover made the estimate.

What Payment Arrangements Must My Mover Have in Place To Secure Delivery of My Household Goods Shipment?

If your total bill is 110 percent or less of the non-binding estimate, the mover can require payment in full upon delivery. If the bill exceeds 110 percent of the non-binding estimate, your mover must relinquish possession of the shipment at the time of delivery upon payment of 110 percent of the estimated amount. Your mover should have specified its acceptable form of payment on the estimate, order for service, and bill of lading. Your mover's failure to relinquish possession of a shipment after you offer to pay 110 percent of the estimated charges constitutes its failure to transport the shipment with "reasonable dispatch" and subjects your mover to your cargo delay claims under 49 CFR part 370.

Your mover must bill for the payment of the balance of any remaining charges after 30 days from delivery.

Subpart E—Pickup of My Shipment of Household Goods

Must My Mover Write Up an Order for Service?

We require your mover to prepare an order for service on every shipment transported for you. You are entitled to a copy of the order for service when your mover prepares it.

The order for service is not a contract. Should you cancel or delay your move or if you decide not to use the mover, you should promptly cancel the order.

If you or your mover change any agreed-upon dates for pickup or delivery of your shipment, or agree to any change in the non-binding estimate, your mover may prepare a written change to the order for service. The written change must be attached to the order for service.

The order for service must contain the following 15 elements:

(1) Your mover's name and address and the USDOT number assigned to your mover.

(2) Your name, address and, if available, telephone number(s).

(3) The name, address, and telephone number of the delivering mover's office or agent at or nearest to the destination of your shipment.

(4) A telephone number where you may contact your mover or its designated agent.

(5) One of the following three dates and times:

(i) The agreed-upon pickup date and agreed delivery date of your move.

(ii) The agreed-upon period(s) of the entire move.

(iii) If your mover is transporting the shipment on a guaranteed service basis, the guaranteed dates or periods of time for pickup, transportation, and delivery. Your mover must enter any penalty or per diem requirements upon the agreement under this item.

(6) The names and addresses of any other motor carriers, when known, that will participate in interline transportation of the shipment.

(7) The form of payment your mover will honor at delivery. The payment information must be the same as was entered on the estimate.

(8) The terms and conditions for payment of the total charges, including notice of any minimum charges.

(9) The maximum amount your mover will demand at the time of delivery to obtain possession of the shipment, when transported on a collect-on-delivery basis.

(10) The Surface Transportation Board's required released rates valuation statement, and the charges, if any, for optional valuation coverage. The STB's required released rates may be increased annually by your mover based on the U.S. Department of Commerce's Cost of Living Adjustment.

(11) A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment.

(12) Any identification or registration number your mover assigns to the shipment.

(13) For non-binding estimated charges, your mover's reasonably accurate estimate of the amount of the charges, the method of payment of total charges, and the maximum amount (110 percent of the non-binding estimate) your mover will demand at the time of delivery for you to obtain possession of the shipment.

(14) For binding estimated charges, the amount of charges your mover will demand based upon the binding estimate and the terms of payment under the estimate.

(15) An indication of whether you request notification of the charges before delivery. You must provide your mover with the telephone number(s) or address(es) where your mover will transmit such communications.

You and your mover must sign the order for service. Your mover must provide a dated copy of the order for service to you at the time your mover signs the order. Your mover must provide you the opportunity to rescind the order for service without any penalty for a three-day period after you sign the order for service, if you scheduled the shipment to be loaded more than three days after you sign the order.

Your mover should provide you with documents that are as complete as possible,

and with all charges clearly identified. However, as a practical matter, your mover usually cannot give you a complete bill of lading before transporting your goods. This is both because the shipment cannot be weighed until it is in transit and because other charges for service, such as unpacking, storage-in-transit, and various destination charges, cannot be determined until the shipment reaches its destination.

Therefore, your mover can require you to sign a partially complete bill of lading if it contains all relevant information except the actual shipment weight and any other information necessary to determine the final charges for all services provided. Signing the bill of lading allows you to choose the valuation option, request special services, and/or acknowledge the terms and conditions of released valuation.

Your mover also may provide you, strictly for informational purposes, with blank or incomplete documents pertaining to the move.

Before loading your shipment, and upon mutual agreement of both you and your mover, your mover may amend an order for service. Your mover must retain records of an order for service it transported for at least one year from the date your mover wrote the order.

Your mover must inform you, before or at the time of loading, if the mover reasonably expects a special or accessorial service is necessary to transport a shipment safely. Your mover must refuse to accept the shipment when your mover reasonably expects a special or accessorial service is necessary to transport a shipment safely, but you refuse to purchase the special or accessorial service. Your mover must make a written note if you refuse any special or accessorial services that your mover reasonably expects to be necessary.

Must My Mover Write Up an Inventory of the Shipment?

Yes. Your mover must prepare an inventory of your shipment before or at the time of loading. If your mover's driver fails to prepare an inventory, you should write a detailed inventory of your shipment listing any damage or unusual wear to any items. The purpose is to make a record of the existence and condition of each item.

After completing the inventory, you should sign each page and ask the mover's driver to sign each page. Before you sign it, it is important you make sure that the inventory lists every item in the shipment and that the entries regarding the condition of each item are correct. You have the right to note any disagreement. If an item is missing or damaged when your mover delivers the shipment, your subsequent ability to dispute the items lost or damaged may depend upon your notations.

You should retain a copy of the inventory. Your mover may keep the original if the driver prepared it. If your mover's driver completed an inventory, the mover must attach the complete inventory to the bill of lading as an integral part of the bill of lading.

Must My Mover Write Up a Bill of Lading?

The bill of lading is the *contract* between you and the mover. The mover is required by

law to prepare a bill of lading for every shipment it transports. *The information on a bill of lading is required to be the same information shown on the order for service.* The driver who loads your shipment must give you a copy of the bill of lading before or at the time of loading your furniture and other household goods.

It is your responsibility to read the bill of lading before you accept it. It is your responsibility to understand the bill of lading before you sign it. If you do not agree with something on the bill of lading, do not sign it until you are satisfied it is correct.

The bill of lading requires the mover to provide the service you have requested. You must pay the charges set forth in the bill of lading.

The bill of lading is an important document. Do not lose or misplace your copy. Have it available until your shipment is delivered, all charges are paid, and all claims, if any, are settled.

A bill of lading must include the following 14 elements:

(1) Your mover's name and address, or the name and address of the motor carrier issuing the bill of lading.

(2) The names and addresses of any other motor carriers, when known, who will participate in the transportation of the shipment.

(3) The name, address, and telephone number of the office of the motor carrier you must contact in relation to the transportation of the shipment.

(4) The form of payment your mover will honor at delivery. The payment information must be the same that was entered on the estimate and order for service.

(5) When your mover transports your shipment under a collect-on-delivery basis, your name, address, and telephone number where the mover will notify you about the charges.

(6) *For non-guaranteed service*, the agreed-upon date or period of time for pickup of the shipment and the agreed-upon date or period of time for the delivery of the shipment. The agreed-upon dates or periods for pickup and delivery entered upon the bill of lading must conform to the agreed-upon dates or periods of time for pickup and delivery entered upon the order for service or a proper amendment to the order for service.

(7) *For guaranteed service*, the dates for pickup and delivery and any penalty or per diem entitlements due you under the agreement.

(8) The actual date of pickup.

(9) The identification number(s) of the vehicle(s) in which your mover loads your shipment.

(10) The terms and conditions for payment of the total charges including notice of any minimum charges.

(11) The maximum amount your mover will demand from you at the time of delivery for you to obtain possession of your shipment, when your mover transports under a collect-on-delivery basis.

(12) The Surface Transportation Board's required released rates valuation statement, and the charges, if any, for optional valuation coverage. The Board's required released rates may be increased annually by your mover

based on the U.S. Department of Commerce's Cost of Living Adjustment.

(13) Evidence of any insurance coverage sold to or procured for you from an independent insurer, including the amount of the premium for such insurance.

(14) Each attachment to the bill of lading. Each attachment is an integral part of the bill of lading contract. If not provided to you elsewhere by the mover, the following three items must be added as attachments:

(i) The binding or non-binding estimate.

(ii) The order for service.

(iii) The inventory.

A copy of the bill of lading must accompany your shipment at all times while in the possession of your mover or its agent(s). When your mover loads the shipment on a vehicle for transportation, the bill of lading must be in the possession of the driver responsible for the shipment. Your mover must retain bills of lading for shipments it transported for at least one year from the date your mover created the bill of lading.

Should I Reach an Agreement With My Mover About Pickup and Delivery Times?

You and your mover should reach an agreement for pickup and delivery times. It is your responsibility to determine on what date, or between what dates, you need to have the shipment picked up and on what date, or between what dates, you require delivery. It is your mover's responsibility to tell you if it can provide service on or between those dates, or, if not, on what other dates it can provide the service.

In the process of reaching an agreement with your mover, you may find it necessary to alter your moving and travel plans if no mover can provide service on the specific dates you desire.

Do not agree to have your shipment picked up or delivered "as soon as possible." The dates or periods you and your mover agree upon should be definite.

Once an agreement is reached, your mover must enter those dates upon the order for service and the bill of lading.

Once your goods are loaded, your mover is contractually bound to provide the service described in the bill of lading. Your mover's only defense for not providing the service on the dates called for is the defense of force majeure. This is a legal term. It means that when circumstances change, were not foreseen, and are beyond the control of your mover, preventing your mover from performing the service agreed to in the bill of lading, your mover is not responsible for damages resulting from its nonperformance.

This may occur when you do not inform your mover of the exact delivery requirements. For example, because of restrictions trucks must follow at your new location, the mover may not be able to take its truck down the street of your residence and may need to shuttle the shipment using another type of vehicle.

Must My Mover Determine the Weight of My Shipment?

Generally, yes. If your mover transports your household goods on a non-binding estimate under the mover's tariffs based upon

weight, your mover must determine the weight of the shipment. If your mover provided a binding estimate and has loaded your shipment without claiming you have added additional items or services, the weight of the shipment will not affect the charges you will pay. If your mover is transporting your shipment based upon the volume of the shipment—that is, a set number of cubic feet (or yards or meters)—the weight of the shipment likewise will not affect the charges you will pay.

Your mover must determine the weight of your shipment before requesting you to pay for any charges dependent upon your shipment's weight.

Most movers have a minimum weight or volume charge for transporting a shipment. Generally, the minimum is the charge for transporting a shipment of at least 3,000 pounds (1,362 kilograms).

If your shipment appears to weigh less than the mover's minimum weight, your mover must advise you on the order for service of the minimum cost before transporting your shipment. Should your mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, your mover must base your final charges upon the actual weight, not upon the minimum weight.

How Must My Mover Determine the Weight of My Shipment?

Your mover must weigh your shipment upon a certified scale.

The weight of your shipment must be obtained by using one of two methods.

Origin Weighing—Your mover may weigh your shipment in the city or area where it loads your shipment. If it elects this option, the driver must weigh the truck before coming to your residence. This is called the *tare weight*. At the time of this first weighing, the truck may already be partially loaded with another shipment(s). This will not affect the weight of your shipment. The truck should also contain the pads, dollies, hand trucks, ramps, and other equipment normally used in the transportation of household goods shipments.

After loading, the driver will weigh the truck again to obtain the loaded weight, called the *gross weight*. The net weight of your shipment is then obtained by subtracting the *tare weight* before loading from the *gross weight*.

Gross Weight – Tare Weight Before Loading = Net Weight.

Destination Weighing (Also called *Back Weighing*)—The mover is also permitted to determine the weight of your shipment at the destination after it delivers your load. Weighing your shipment at destination instead of at origin will not affect the accuracy of the shipment weight. *The most important difference is that your mover will not determine the exact charges on your shipment before it is unloaded.*

Destination weighing is done in reverse of origin weighing. After arriving in the city or area where you are moving, the driver will weigh the truck. Your shipment will still be on the truck. Your mover will determine the *gross weight* before coming to your new residence to unload. After unloading your

shipment, the driver will again weigh the truck to obtain the *tare weight*. The net weight of your shipment will then be obtained by subtracting the *tare weight* after delivery from the *gross weight*.

Gross Weight – Tare Weight After Delivery = Net Weight.

At the time of both weighings, your mover's truck must have installed or loaded all pads, dollies, hand trucks, ramps, and other equipment required in the transportation of your shipment. The driver and other persons must be off the vehicle at the time of both weighings. The fuel tanks on the vehicle must be full at the time of each weighing. In lieu of this requirement, your mover must not add fuel between the two weighings when the tare weighing is the first weighing performed.

Your mover may detach the trailer of a tractor-trailer vehicle combination from the tractor and have the trailer weighed separately at each weighing provided the length of the scale platform is adequate to accommodate and support the entire trailer.

Your mover may use an alternative method to weigh your shipment if it weighs 3,000 pounds (1,362 kilograms) or less. The only alternative method allowed is weighing the shipment upon a platform or warehouse certified scale before loading your shipment for transportation or after unloading.

Your mover must use the net weight of shipments transported in large containers, such as ocean or railroad containers. Your mover will calculate the difference between the tare weight of the container (including all pads, blocking and bracing used in the transportation of your shipment) and the gross weight of the container with your shipment loaded in the container.

You have the right, and your mover must inform you of your right, to observe all weighings of your shipment. Your mover must tell you where and when each weighing will occur. Your mover must give you a reasonable opportunity to be present to observe the weighings.

You may waive your right to observe any weighing or reweighing. This does not affect any of your other rights under Federal law.

Your mover may request you waive your right to have a shipment weighed upon a certified scale. Your mover may want to weigh the shipment upon a trailer's on-board, noncertified scale. You should demand your right to have a certified scale used. The use of a noncertified scale may cause you to pay a higher final bill for your move, if the noncertified scale does not accurately weigh your shipment. Remember that certified scales are inspected and approved for accuracy by a government inspection or licensing agency. Noncertified scales are not inspected and approved for accuracy by a government inspection or licensing agency.

Your mover must obtain a separate weight ticket for each weighing. The weigh master must sign each weight ticket. Each weight ticket must contain the following six items:

- (1) The complete name and location of the scale.
- (2) The date of each weighing.
- (3) Identification of the weight entries as being the tare, gross, or net weights.
- (4) The company or mover identification of the vehicle.

(5) Your last name as it appears on the Bill of Lading.

(6) Your mover's shipment registration or Bill of Lading number.

Your mover must retain the original weight ticket or tickets relating to the determination of the weight of your shipment as part of its file on your shipment.

When both weighings are performed on the same scale, one weight ticket may be used to record both weighings.

Your mover must present all freight bills with true copies of all weight tickets. If your mover does not present its freight bill with all weight tickets, your mover is in violation of Federal law.

Before the driver actually begins unloading your shipment weighed at origin and after your mover informs you of the billing weight and total charges, you have the right to demand a reweigh of your shipment. If you believe the weight is not accurate, you have the right to request your mover reweigh your shipment before unloading.

You have the right, and your mover must inform you of your right, to observe all reweighings of your shipment. Your mover must tell you where and when each reweighing will occur. Your mover must give you a reasonable opportunity to be present to observe the reweighings.

You may waive your right to observe any reweighing; however, you must waive that right in writing. You may send the written waiver via fax or e-mail, as well as by overnight courier or certified mail, return receipt requested. This does not affect any of your other rights under Federal law.

Your mover is prohibited from charging you for the reweighing. If the weight of your shipment at the time of the reweigh is different from the weight determined at origin, your mover must recompute the charges based upon the reweigh weight.

Before requesting a reweigh, you may find it to your advantage to estimate the weight of your shipment using the following three-step method:

1. Count the number of items in your shipment. Usually there will be either 30 or 40 items listed on each page of the inventory. For example, if there are 30 items per page and your inventory consists of four complete pages and a fifth page with 15 items listed, the total number of items will be 135. *If an automobile is listed on the inventory, do not include this item in the count of the total items.*

2. Subtract the weight of any automobile included in your shipment from the total weight of the shipment. If the automobile was not weighed separately, its weight can be found on its title or license receipt.

3. Divide the number of items in your shipment into the weight. If the average weight resulting from this exercise ranges between 35 and 45 pounds (16 and 20 kilograms) per article, it is unlikely a reweigh will prove beneficial to you. In fact, it could result in your paying higher charges.

Experience has shown that the average shipment of household goods will weigh about 40 pounds (18 kilograms) per item. If a shipment contains a large number of heavy items, such as cartons of books, boxes of tools or heavier than average furniture, the average

weight per item may be 45 pounds or more (20 kilograms or more).

What Must My Mover Do if I Want To Know the Actual Weight or Charges for My Shipment Before Delivery?

If you request notification of the actual weight or volume and charges upon your shipment, your mover must comply with your request if it is moving your goods on a collect-on-delivery basis. This requirement is conditioned upon your supplying your mover with an address or telephone number where you will receive the communication. Your mover must make its notification by telephone; fax transmissions; e-mail; overnight courier; certified mail, return receipt requested; or in person.

You must receive the mover's notification at least one full 24-hour day before its scheduled delivery, excluding Saturdays, Sundays, and Federal holidays.

Your mover may disregard this 24-hour notification requirement on shipments subject to one of the following three things:

- (1) Back weigh (when your mover weighs your shipment at its destination).
- (2) Pickup and delivery encompassing two consecutive weekdays, if you agree.
- (3) Maximum payment amounts at time of delivery of 110 percent of the estimated charges, if you agree.

Subpart F—Transportation of My Shipment

Must My Mover Transport the Shipment in a Timely Manner?

Yes, your mover must transport your household goods in a timely manner. This is also known as "reasonable dispatch service." Your mover must provide reasonable dispatch service to you, except for transportation on the basis of guaranteed delivery dates.

When your mover is unable to perform either the pickup or delivery of your shipment on the dates or during the periods of time specified in the order for service, your mover must notify you of the delay, at the mover's expense. As soon as the delay becomes apparent to your mover, it must give you notification it will be unable to provide the service specified in the terms of the order for service. Your mover may notify you of the delay in any of the following ways: by telephone; fax transmissions; e-mail; overnight courier; certified mail, return receipt requested; or in person.

When your mover notifies you of a delay, it also must advise you of the dates or periods of time it may be able to pick up and/or deliver the shipment. Your mover must consider your needs in its advisement.

Your mover must prepare a written record of the date, time, and manner of its notification. Your mover must prepare a written record of its amended date or period for delivery. Your mover must retain these records as a part of its file on your shipment. The retention period is one year from the date of notification. Your mover must furnish a copy of the notification to you either by first class mail or in person, if you request a copy of the notice.

Your mover must tender your shipment for delivery on the agreed-upon delivery date or within the period specified on the bill of lading. Upon your request or concurrence, your mover may deliver your shipment on another day.

The establishment of a delayed pickup or delivery date does not relieve your mover from liability for damages resulting from your mover's failure to provide service as agreed. However, when your mover notifies you of alternate delivery dates, it is your responsibility to be available to accept delivery on the dates specified. If you are not available and are not willing to accept delivery, your mover has the right to place your shipment in storage at your expense or hold the shipment on its truck and assess additional charges.

If after the pickup of your shipment, you request your mover to change the delivery date, most movers will agree to do so provided your request will not result in unreasonable delay to its equipment or interfere with another customer's move. However, your mover is under no obligation to consent to amended delivery dates. Your mover has the right to place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the date agreed to in the bill of lading.

If your mover fails to pick up and deliver your shipment on the date entered on the bill of lading and you have expenses you otherwise would not have had, you may be able to recover those expenses from your mover. This is what is called an inconvenience or delay claim. Should your mover refuse to honor such a claim and you continue to believe you are entitled to be paid damages, you may take your mover to court under 49 U.S.C. 14704. *The Federal Motor Carrier Safety Administration (FMCSA) has no authority to order your mover to pay such claims.*

While we hope your mover delivers your shipment in a timely manner, you should consider the possibility your shipment may be delayed, and find out what payment you can expect if a mover delays service through its own fault, before you agree with the mover to transport your shipment.

What Must My Mover Do if It Is Able To Deliver My Shipment More Than 24 Hours Before I Am Able to Accept Delivery?

At your mover's discretion, it may place your shipment in storage. This will be under its own account and at its own expense in a warehouse located in proximity to the destination of your shipment. Your mover may do this if you fail to request or concur with an early delivery date, and your mover is able to deliver your shipment more than 24 hours before your specified date or the first day of your specified period.

If your mover exercises this option, your mover must immediately notify you of the name and address of the warehouse where your mover places your shipment. Your mover must make and keep a record of its notification as a part of its shipment records. Your mover has full responsibility for the shipment under the terms and conditions of the bill of lading. Your mover is responsible for the charges for redelivery, handling, and

storage until it makes final delivery. Your mover may limit its responsibility to the agreed-upon delivery date or the first day of the period of delivery as specified in the bill of lading.

What Must My Mover Do for Me When I Store Household Goods in Transit?

If you request your mover to hold your household goods in storage-in-transit and the storage period is about to expire, your mover must notify you, in writing, about the four following items:

(1) The date when storage-in-transit will convert to permanent storage.

(2) The existence of a nine-month period after the date of conversion to permanent storage, during which you may file claims against your mover for loss or damage occurring to your goods while in transit or during the storage-in-transit period.

(3) Your mover's liability will end.

(4) Your property will be subject to the rules, regulations, and charges of the warehouseman.

Your mover must make this notification at least 10 days before the expiration date of one of the following two periods of time:

(1) The specified period of time when your mover is to hold your goods in storage.

(2) The maximum period of time provided in its tariff for storage-in-transit.

Your mover must notify you by facsimile transmission; overnight courier; e-mail; or certified mail, return receipt requested.

If your mover holds your household goods in storage-in-transit for less than 10 days, your mover must notify you, one day before the storage-in-transit period expires, of the same information specified above.

Your mover must maintain a record of all notifications to you as part of the records of your shipment. Under the applicable tariff provisions regarding storage-in-transit, your mover's failure or refusal to notify you will automatically extend your mover's liability until the end of the day following the date when your mover actually gives you notice.

Subpart G—Delivery of My Shipment

May My Mover Ask Me To Sign a Delivery Receipt Purporting To Release It From Liability?

At the time of delivery, your mover will expect you to sign a receipt for your shipment. Normally, you will sign each page of your mover's copy of the inventory.

Your mover's delivery receipt or shipping document must not contain any language purporting to release or discharge it or its agents from liability.

Your mover may include a statement about your receipt of your property in apparent good condition, except as noted on the shipping documents.

Do not sign the delivery receipt if it contains any language purporting to release or discharge your mover or its agents from liability. Strike out such language before signing, or refuse delivery if the driver or mover refuses to provide a proper delivery receipt.

What Is the Maximum Collect-on-Delivery Amount My Mover May Demand I Pay at the Time of Delivery?

On a binding estimate, the maximum amount is the exact estimate of the charges. Your mover must specify on the estimate, order for service, and bill of lading the form of payment acceptable to it (for example, a certified check).

On a non-binding estimate, the maximum amount is 110 percent of the approximate costs. Your mover must specify on the estimate, order for service, and bill of lading the form of payment acceptable to it (for example, cash).

If My Shipment Is Transported on More Than One Vehicle, What Charges May My Mover Collect at Delivery?

Although all movers try to move each shipment on one truck, it becomes necessary at times to divide a shipment among two or more trucks. This frequently occurs when an automobile is included in the shipment and it is transported on a vehicle specially designed to transport automobiles. When this occurs, your transportation charges are the same as if the entire shipment moved on one truck.

If your shipment is divided for transportation on two or more trucks, the mover may require payment for each portion as it is delivered.

Your mover may delay the collection of all the charges until the entire shipment is delivered, at its discretion, not yours. When you order your move, you should ask the mover about its policies in this regard.

If My Shipment Is Partially Lost or Destroyed, What Charges May My Mover Collect at Delivery?

Movers customarily make every effort to avoid losing, damaging, or destroying any of your items while your shipment is in their possession for transportation. However, despite the precautions taken, articles are sometimes lost or destroyed during the move.

In addition to any money you may recover from your mover to compensate for lost or destroyed articles, you may also recover the transportation charges represented by the portion of the shipment lost or destroyed. Your mover may only apply this paragraph to the transportation of household goods. Your mover may disregard this paragraph if loss or destruction was due to an act or omission by you. Your mover must require you to pay any specific valuation charge due.

For example, if you pack a hazardous material (*i.e.*, gasoline, aerosol cans, motor oil, etc.) and your shipment is partially lost or destroyed by fire in storage or in the mover's trailer, your mover may require you to pay for the full cost of transportation.

Your mover may first collect its freight charges for the entire shipment, if your mover chooses. At the time your mover disposes of claims for loss, damage, or injury to the articles in your shipment, it must refund the portion of its freight charges corresponding to the portion of the lost or destroyed shipment (including any charges for accessorial or terminal services).

Your mover is forbidden from collecting, or requiring you to pay, any freight charges

(including any charges for accessorials or terminal services) when your household goods shipment is *totally lost or destroyed* in transit, unless the loss or destruction was due to an act or omission by you.

How Must My Mover Calculate the Charges Applicable to the Shipment as Delivered?

Your mover must multiply the percentage corresponding to the delivered shipment times the total charges applicable to the shipment tendered by you to obtain the total charges it must collect from you.

If your mover's computed charges exceed the charges otherwise applicable to the shipment as delivered, the lesser of those charges must apply. This will apply only to the transportation of your household goods.

Your mover must require you to pay any specific valuation charge due.

Your mover may not refund the freight charges if the loss or destruction was due to an act or omission by you. For example, you fail to disclose to your mover that your shipment contains perishable live plants. Your mover may disregard its loss or destruction of your plants, because you failed to inform your mover you were transporting live plants.

Your mover must determine, at its own expense, the proportion of the shipment, based on actual or constructive weight, not lost or destroyed in transit.

Your rights are in addition to, and not in lieu of, any other rights you may have with respect to your shipment of household goods your mover lost or destroyed, or partially lost or destroyed, in transit. This applies whether or not you have exercised your rights provided above.

Subpart H—Collection of Charges

Does This Subpart Apply to Most Shipments?

It applies to all shipments of household goods that involve a balance due freight or expense bill or are shipped on credit.

How Must My Mover Present Its Freight or Expense Bill to Me?

At the time of payment of transportation charges, your mover must give you a freight bill identifying the service provided and the charge for each service. It is customary for most movers to use a copy of the bill of lading as a freight bill; however, some movers use an entirely separate document for this purpose.

Except in those instances where a shipment is moving on a binding estimate, the freight bill must specifically identify each service performed, the rate or charge per service performed, and the total charges for each service. *If this information is not on the freight bill, do not accept or pay the freight bill.*

Movers' tariffs customarily specify that freight charges must be paid in cash, by certified check, or by cashier's check. When this requirement exists, the mover will not accept personal checks. At the time you order your move, you should ask your mover about the form of payment your mover requires.

Some movers permit payment of freight charges by use of a charge or credit card.

However, do not assume your nationally recognized charge, credit, or debit card will be acceptable for payment. Ask your mover at the time you request an estimate. Your mover must specify the form of payment it will accept at delivery.

If you do not pay the transportation charges at the time of delivery, your mover has the right, under the bill of lading, to refuse to deliver your goods. The mover may place them in storage, at your expense, until the charges are paid. However, the mover must deliver your goods upon payment of 100 percent of a binding estimate.

If, before payment of the transportation charges, you discover an error in the charges, you should attempt to correct the error with the driver, the mover's local agent, or by contacting the mover's main office. If an error is discovered after payment, you should write the mover (the address will be on the freight bill) explaining the error, and request a refund.

Movers customarily check all shipment files and freight bills after a move has been completed to make sure the charges were accurate. If an overcharge is found, you should be notified and a refund made. If an undercharge occurred, you may be billed for the additional charges due.

On "to be prepaid" shipments, your mover must present its freight bill for all transportation charges within 15 days of the date your mover received the shipment. This period excludes Saturdays, Sundays, and Federal holidays.

On "collect" shipments, your mover must present its freight bill for all transportation charges on the date of delivery, or, at its discretion, within 15 days, calculated from the date the shipment was delivered at your destination. This period excludes Saturdays, Sundays, and Federal holidays.

Your mover's freight bills and accompanying written notices must state the following five items:

- (1) Penalties for late payment.
- (2) Credit time limits.
- (3) Service or finance charges.
- (4) Collection expense charges.
- (5) Discount terms.

If your mover extends credit to you, freight bills or a separate written notice accompanying a freight bill or a group of freight bills presented at one time must state, "You may be subject to tariff penalties for failure to timely pay freight charges," or a similar statement. Your mover must state on its freight bills or other notices when it expects payment, and any applicable service charges, collection expense charges, and discount terms.

When your mover lacks sufficient information to compute its tariff charges at the time of billing, your mover must present its freight bill for payment within 15 days following the day when sufficient information becomes available. This period excludes Saturdays, Sundays, and Federal holidays.

Your mover must not extend additional credit to you if you fail to furnish sufficient information to your mover. Your mover must have sufficient information to render a freight bill within a reasonable time after shipment.

When your mover presents freight bills by mail, it must deem the time of mailing to be

the time of presentation of the bills. The term "freight bills," as used in this paragraph, includes both paper documents and billing by use of electronic media such as computer tapes, disks, or the Internet (e-mail).

When you mail acceptable checks or drafts in payment of freight charges, your mover must deem the act of mailing the payment within the credit period to be the proper collection of the tariff charges within the credit period for the purposes of Federal law. In case of a dispute as to the date of mailing, your mover must accept the postmark as the date of mailing.

If I Forced My Mover To Relinquish a Collect-on-Delivery Shipment Before the Payment of ALL Charges, How Must My Mover Collect the Balance?

On "collect-on-delivery" shipments, your mover must present its freight bill for all transportation charges within 15 days, calculated from the date the shipment was delivered at your destination. This period excludes Saturdays, Sundays, and Federal holidays.

What Actions May My Mover Take To Collect From Me the Charges Upon Its Freight Bill?

Your mover must present a freight bill within 15 days (excluding Saturdays, Sundays, and Federal holidays) of the date of delivery of a shipment at your destination.

The credit period must be 15 days (including Saturdays, Sundays, and Federal holidays).

Your mover must provide in its tariffs the following three things:

- (1) A provision automatically extending the credit period to a total of 30 calendar days for you if you have not paid its freight bill within the 15-day period.
- (2) A provision indicating you will be assessed a service charge by your mover equal to one percent of the amount of the freight bill, subject to a \$20 minimum charge, for the extension of the credit period. The mover will assess the service charge for each 30-day extension that the charges go unpaid.
- (3) A provision that your mover must deny credit to you if you fail to pay a duly presented freight bill within the 30-day period. Your mover may grant credit to you, at its discretion, when you satisfy your mover's condition that you will pay all future freight bills duly presented. Your mover must ensure all your payments of freight bills are strictly in accordance with Federal rules and regulations for the settlement of its rates and charges.

(3) A provision that your mover must deny credit to you if you fail to pay a duly presented freight bill within the 30-day period. Your mover may grant credit to you, at its discretion, when you satisfy your mover's condition that you will pay all future freight bills duly presented. Your mover must ensure all your payments of freight bills are strictly in accordance with Federal rules and regulations for the settlement of its rates and charges.

Do I Have a Right To File a Claim To Recover Money for Property My Mover Lost or Damaged?

Should your move result in the loss of or damage to any of your property, you have the right to file a claim with your mover to recover money for such loss or damage.

You should file a claim as soon as possible. If you fail to file a claim within 9 months, your mover may not be required to accept your claim. If you institute a court action and win, you may be entitled to attorney's fees, but only in either of two circumstances. You may be entitled to attorney's fees if you submitted your claim to the carrier within

120 days after delivery, and a decision was not rendered through arbitration within the time required by law. You also may be entitled to attorney's fees if you submitted your claim to the carrier within 120 days after delivery, the court enforced an arbitration decision in your favor, and the time for the carrier to comply with the decision has passed.

While the Federal Government maintains regulations governing the processing of loss and damage claims (49 CFR part 370), it cannot resolve those claims. If you cannot settle a claim with the mover, you may file a civil action to recover your claim in court under 49 U.S.C. 14704. You may obtain the name and address of the mover's agent for service of legal process in your state by contacting the Federal Motor Carrier Safety Administration. You may also obtain the name of a process agent via the Internet. Go to <http://www.fmcsa.dot.gov> then click on Licensing and Insurance (L&I) section.

In addition, your mover must participate in an arbitration program. As described earlier

in this pamphlet, an arbitration program gives you the opportunity to settle certain types of unresolved loss or damage claims through a neutral arbitrator. You may find submitting your claim to arbitration under such a program to be a less expensive and more convenient way to seek recovery of your claim. Your mover is required to provide you with information about its arbitration program before you move. If your mover fails to do so, ask the mover for details of its program.

Subpart I—Resolving Disputes With My Mover

What May I Do To Resolve Disputes With My Mover?

The Federal Motor Carrier Safety Administration does not help you settle your dispute with your mover.

Generally, you must resolve your own loss and damage disputes with your mover. You enter a contractual arrangement with your

mover. You are bound by each of the following three things:

(1) The terms and conditions you negotiated before your move.

(2) The terms and conditions you accepted when you signed the bill of lading.

(3) The terms and conditions you accepted when you signed for delivery of your goods.

You have the right to take your mover to court. We require your mover to offer you arbitration to settle your disputes with it.

If your mover holds your goods "hostage"—refuses delivery unless you pay an amount you believe the mover is not entitled to charge—the Federal Motor Carrier Safety Administration does not have the resources to seek a court injunction on your behalf.

Issued on: February 26, 2004.

Warren E. Hoemann,

Deputy Administrator.

[FR Doc. 04-4783 Filed 3-4-04; 8:45 am]

BILLING CODE 4910-EX-P