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

(a) If you are holding goods for storage-in-transit (SIT) and the period of time is about to expire, you must comply with this section.

(b) You must notify the individual shipper, in writing, of the following four items:

(1) The date of conversion to permanent storage.

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

(3) The fact your liability is ending.

(4) The fact the individual shipper’s property will be subject to the rules, regulations, and charges of the warehouseman.

(c) You must make this notification at least 10 days before the expiration date of either one of the following two periods:

(1) The specified period of time when the goods are to be held in storage.

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

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

(e) If you are holding household goods in storage-in-transit for a period of time less than 10 days, you must give notification to the individual shipper of the information specified in paragraph (b) of this section one day before the expiration date of the specified time when the goods are to be held in such storage.

(f) You must maintain a record of notifications as part of the records of the shipment.

(g) Your failure or refusal to notify the individual shipper will automatically effect a continuance of your carrier liability according to the applicable tariff provisions with respect to storage-in-transit, until the end of the day following the date when you actually gave notice.

(h) When you place household goods in permanent storage, you must place the household goods in the name of the individual shipper and provide contact information for the shipper in the form of a telephone number, mailing address and/or email address.


Subpart G—Delivery of Shipments

§ 375.701 May I provide for a release of liability on my delivery receipt?

(a) Your delivery receipt or shipping document must not contain any language purporting to release or discharge you or your agents from liability.

(b) The delivery receipt may include a statement the property was received in apparent good condition except as noted on the shipping documents.

§ 375.703 What is the maximum collect-on-delivery amount I may demand at the time of delivery?

(a) On a binding estimate, the maximum amount is the exact estimate of the charges, plus charges for any additional services requested by the shipper.
after the bill of lading has been issued and charges, if applicable, for impracticable operations as defined in your carrier tariff. The maximum amount of charges for impracticable operations you may collect on delivery is an amount equal to 15 percent of all other charges due at delivery.

(b) On a non-binding estimate, the maximum amount is 110 percent of the non-binding estimate of the charges, plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for impracticable operations as defined in your carrier tariff. The maximum amount of charges for impracticable operations you may collect on delivery is an amount equal to 15 percent of all other charges due at delivery.

§ 375.707 If a shipment is partially lost or destroyed, what charges may I collect at delivery?

(a) (1) If a shipment is partially lost or destroyed, you may collect at delivery:

(i) A prorated percentage of the binding estimate or a prorated percentage of up to 110 percent of the non-binding estimate. The prorated percentage is equal to the percentage of the weight of that portion of the shipment delivered relative to the total weight of the shipment. For example, if you deliver only 2,500 pounds of a shipment weighing 5,000 pounds, you may demand at destination, as applicable, only 50 percent of a binding estimate or 50 percent of not more than 110 percent of a non-binding estimate;

(ii) Charges for any additional services requested by the shipper after the bill of lading has been issued; and

(iii) Charges for impracticable operations, if applicable, except that such charges must not exceed 15 percent of all other charges due at delivery.

(iv) Any specific valuation charge due.

(2) You must bill and collect from the individual shipper any remaining charges not collected at delivery in accordance with subpart H of this part.

(b) You must determine, at your own expense, the proportion of the shipment, based on actual or constructive weight, not lost or destroyed in transit.

(c) You may disregard paragraph (a)(1) of this section if loss or destruction was due to an act or omission of the individual shipper.

(d) The individual shipper’s rights are in addition to, and not in lieu of, any other rights the individual shipper may have with respect to a shipment of household goods you or your agent(s) partially lost or destroyed in transit. This applies whether or not the individual shipper exercises any rights to obtain a refund of the portion of your published freight charges corresponding to the portion of the lost or destroyed shipment (including any charges for accessorrial or terminal services) at the time you dispose of claims for loss, damage, or injury to articles in the shipment under part 370 of this chapter.

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