DEPARTMENT OF TRANSPORTATION

Federal Highway Administration

49 CFR Parts 375 and 377

[Docket No. FHWA–97–2979]

RIN 2125–AE30

Transportation of Household Goods; Consumer Protection Regulations

AGENCY: Federal Highway Administration (FHWA), DOT.

ACTION: Notice of proposed rulemaking (NPRM); request for comments.

SUMMARY: The FHWA is proposing to amend the regulations governing the transportation of household goods. These regulations protect consumers who ship household goods by motor vehicle. This action is necessary to implement the ICC Termination Act of 1995 (ICCTA) and to update the regulations. This proposal would make the regulations easier to read and understand, require household goods carriers to file an annual arbitration report in place of the outdated annual performance report, address hostage freight problems, modify a consumer protection publication, and make conforming and technical amendments.

DATES: Comments to this NPRM should be received no later than July 14, 1998. Late comments will be considered to the extent practicable.

ADDRESSES: Signed, written comments should refer to the docket number appearing at the top of this document and must be submitted to the Docket Clerk, U.S. DOT Dockets, Room PL–401, 400 Seventh Street, SW., Washington, DC 20590–0001. All comments received will be available for examination at the above address between 10 a.m. and 5 p.m., e.t., Monday through Friday, except Federal holidays. Those desiring notification of receipt of comments must include a self-addressed, stamped envelope or postcard.

FOR FURTHER INFORMATION CONTACT: Mr. Thomas Vining, Chief, Licensing and Insurance Division (HIA–30), Office of Motor Carrier Information Analysis, (202) 358–7055, Mr. Michael Falk, Motor Carrier Law Division, Office of the Chief Counsel (HCC–20), (202) 366–1384, or Mr. David Miller, Office of Motor Carrier Research and Standards (HCS–10), (202) 366–1790, Federal Highway Administration, Department of Transportation, 400 Seventh Street, SW., Washington, DC 20590.

SUPPLEMENTARY INFORMATION:

Electronic Access

Internet users may access all comments received by the U.S. DOT Dockets, Room PL–401, by using the universal resource locator (URL): *http://dms.dot.gov*. It is available 24 hours each day, 365 days each year. Please follow the instructions on-line for more information and help.

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Background

Many customers of household goods carriers, particularly those customers who move at their own expense and are infrequent users of transportation services, are unsophisticated and less able to protect themselves than commercial shippers. In order to ensure these consumers are protected, the Interstate Commerce Commission (ICC) prescribed regulations governing the transportation of household goods. These regulations were codified at 49 CFR Part 1056.

Following the termination of the ICC, the responsibility for the household goods regulations was delegated to the Secretary of Transportation pursuant to the ICCTA, Pub. L. 104–88, 109 Stat. 803, effective January 1, 1996. The Surface Transportation Board (STB) and the FHWA transferred these regulations from 49 CFR chapter X, Part 1056 to 49 CFR chapter III, Part 375 on October 21, 1996. See 61 FR 54706. On December 27, 1996 (61 FR 68162), the Secretary of Transportation delegated to the Federal Highway Administrator the responsibilities to carry out certain functions and exercise the authority vested in the Secretary under the ICCTA, including 49 U.S.C. 14104, Household goods carrier operations.

In a report to Congress dated October 24, 1994, the ICC reported it received over 8,000 complaints from household goods shippers between October 1, 1992, and August 25, 1994. Since January 1, 1996, the FHWA has also received a high volume of complaints from household goods shippers. The FHWA believes regulations designed to protect this large population of unsophisticated shippers continue to be necessary.

Enactment of the ICCTA requires deletion from the regulations of all references to the former ICC and repealed sections of the Interstate Commerce Act, revision of the regulations to codify the transfer to the FHWA of oversight responsibilities for the household goods moving industry, and other editorial corrections. We are also redrafting all sections in a more reader-friendly style for clarity.

New Definition of Household Goods

Since the ICCTA changed the definition of ''household goods'' to eliminate office and trade show movements, it is no longer appropriate to include this kind of transportation within the scope of the household goods regulations. Therefore, we are making conforming changes to the definitions contained in 49 CFR 375.103.

Elimination of Former ICC Dispute Resolution Functions

The House of Representatives' report accompanying the ICCTA specifically requested that DOT refrain from allocating scarce resources to resolve private disputes, but only to oversee the regulations. Congress modified the arbitration system to afford consumers a forum for resolving loss and damage claims arising from transportation of household goods and to replace the informal dispute resolution functions conducted by the ICC without a statutory requirement. Congress wants ''private, commercial disputes to be resolved the way all other commercial disputes are resolved— by the parties.'' See H.R. Rep. No. 104–311, at 87–88 (1995). See also pages 117 and 121.

Your Rights and Responsibilities When You Move

The FHWA is proposing to retain most of the former ICC's regulations, including the requirement for motor common carriers of household goods to copy or publish, and distribute a modified version of the ICC's consumer protection publication ''Your Rights And Responsibilities When You Move.'' This modified publication would provide shippers of household goods the same type of common consumer protection information previously required by the ICC. Prior to contracting with an individual shipper, a motor common carrier of property transporting household goods would be required to provide the individual shipper with the booklet explaining the individual shipper's rights and responsibilities under Federal law. The rights and responsibilities booklet basically restates in plain, common English a household goods carrier's obligation to follow specifically 49 CFR Parts 375 and

377, and generally other regulations for all motor carriers.

The FHWA proposes to print the entire revised text of the ''Your Rights and Responsibilities When You Move'' booklet in appendix A to 49 CFR 375. Household goods carriers would furnish the text of appendix A to their customers. The large number of household goods carriers located throughout the country would ensure appendix A is readily available to any individual who contracts with a household goods carrier.

Discontinuance of Annual Performance Reports

Under 49 CFR 375.18, household goods carriers were required to submit annual performance reports on Form OCE–101 containing 16 items regarding the number of shipments transported, the number and type of estimates provided, charges billed, timeliness of pickups and deliveries, and claims for loss and damage. The FHWA proposes to abolish this requirement. This is consistent with the intent of the Household Goods Transportation Act of 1980 (Pub. L. 96–454, 94 stat. 2011) and the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*) to minimize paperwork requirements on household goods carriers in a manner not compromising the protection of individual shippers. Despite the ICC's best efforts to ensure accurate reporting by requiring carrier certification of the reports, the FHWA is not convinced the performance data is reliable. Periodic audits would be necessary to ensure the performance information reported is accurate. Resources simply do not exist for such review of the carriers. Any value this information would be to the individual shipper would come from a comparative analysis of the data submitted by the carriers. However, requiring motor carriers to report comparative data the FHWA cannot verify is inherently unfair, especially to those carriers who scrupulously comply with the reporting requirements.

Notifying Shippers of Arbitration Procedures

The overwhelming majority of household goods complaints received by the ICC, and now the FHWA, involve loss and damage claims. The ICCTA imposes an arbitration requirement to handle such claims against all motor carriers providing transportation of household goods in interstate commerce. 49 U.S.C. 14708. The FHWA proposes to amend the former ''information for shippers'' section of the regulations, formerly 49 CFR 375.2 (proposed to be § 375.213), to replace the required summary of the carrier's dispute settlement program with a summary of the arbitration procedure.

Arbitration Program Review by the FHWA

The ICCTA also requires the FHWA to—

> ''complete a review of the dispute settlement program established under this section. If, after notice and opportunity for comment, the [FHWA] determines that changes are necessary to such a program to ensure the fair and equitable resolution of disputes under this section, the [FHWA must] implement such changes and transmit a report to Congress on such changes.'' 49 U.S.C. 14708(g).

The FHWA is reviewing the dispute settlement (arbitration) program established by 49 U.S.C. 14708. The FHWA would like comments from the public whether the arbitration program Congress mandated ensures fair and equitable resolution of disputes. If you believe the arbitration program fails to ensure fair and equitable resolutions of disputes, please provide specific comments why it does not and what you would change to make it more fair and equitable. The FHWA will consider these comments in determining whether changes must be made to the arbitration program.

Arbitration Results Report

The FHWA proposes to require all carriers who presently must file an annual performance report, to file in its place an ''arbitration results report.'' This new report would list the motor carrier's arbitration requests and dispositions. Such a report would assist the FHWA in carrying out its statutory responsibility to report to Congress regarding the dispute settlement program, and to provide individual shippers with relevant claims handling information. This report will reduce the existing reporting burden on carriers and provide relevant information concerning the most common household goods shipper complaint, unsatisfactory settlement of loss and damage claims.

The FHWA also proposes to apply a modified version of the ICC's performance report certification requirement to the arbitration results report. The existing certification requires a verification under penalty of perjury and identifies 18 U.S.C. 1001 as the Federal criminal penalty applicable to false statements made in the report. This provision provides for penalties if carriers or their employees fail to make a truthful and accurate report to the Secretary of Transportation. In addition, the FHWA proposes to reference the civil penalty provisions under 49 U.S.C. 14901 by incorporating them into proposed § 375.1001. The FHWA believes arbitration data submitted by the carriers will be inherently more reliable than the performance-based data in the current reports because of the formal nature of the proceedings and the ability of the FHWA to easily spot check the reported results.

Hostage Freight

The FHWA has been receiving an increasing number of complaints from individual shippers who claim carriers refuse to deliver their goods after the individual shippers offer to pay 110 percent of the estimate as prescribed by 49 CFR 375.3(d). These so-called hostage freight situations defeat the protections of the 110-percent rule and cause serious inconvenience to individual shippers. The FHWA does not have the resources to seek court injunctions to require these carriers to comply with the regulations and release the household goods. The FHWA, therefore, proposes changes to enhance an individual shipper's claim for damages based upon expenses incurred as a result of the carrier's refusal to deliver the household goods, reduce the number of disputes contributing to delays in delivery, and restore price certainty to the transaction.

The FHWA proposes to include in § 375.407 language expressly providing that an individual shipper may assert a cargo delay claim in circumstances where a carrier fails to relinquish a shipment upon the shipper's offer to pay 110 percent of the non-binding estimate. The proviso would state any shipment deliberately withheld from delivery by a carrier after an individual shipper has offered to pay 110 percent of the estimate constitutes a failure to transport a shipment with reasonable dispatch. Thus, hostage freight situations could be the basis for cargo delay claims under 49 CFR part 370.

In addition, the FHWA proposes to require carriers provide each individual shipper a written estimate. The FHWA believes most carriers already provide estimates to individual shippers, though we have heard from individual shippers who allege an estimate was not provided. In many instances, individual shippers allege their carrier explained the price provided to the individual shipper was a ''rate quote'' but not an estimate.

The FHWA would not require the estimate be binding. The FHWA would continue to allow carriers to negotiate with individual shippers whether the estimated charges would be binding or non-binding upon the parties.

The regulations also would provide, in § 375.403, that a carrier transporting a shipment under a binding estimate reaffirms that estimate and waives any subsequent claims about additional transported items unless its objection is made at the time of pickup. Once the objection is made, the carrier would be required to execute a new binding or non-binding estimate.

Proposed Changes to the Credit Regulations

The American Movers Conference and the Household Goods Carrier's Bureau Committee filed a petition with the ICC on May 3, 1995, requesting an amendment to the credit regulations (now contained in 49 CFR 377.215) to prescribe an increased minimum service charge for the extension of credit. They also petitioned to require assessment of the service charge until the freight bill is paid. Ex Parte No. MC–1 (Sub-No.6), *Payment of Rates and Charges of Motor Carriers—Credit Regulations—Household Goods (Petition of American Movers Conference and Household Goods Carrier's Bureau To Amend Credit Regulations).* On March 26, 1996, the STB served a notice on the parties indicating the ICCTA transferred the regulatory function for the proceeding from the ICC to the Secretary of Transportation. The responsibility for considering such regulatory issues has been delegated to the FHWA. The American Movers Conference changed its name to the American Moving and Storage Association (AMSA) on January 1, 1998.

The household goods transportation regulations require carriers to present their freight bills within 15 days of date of delivery and provide for a credit period of 7 days (excluding weekends and legal holidays). The regulations further provide for the automatic extension of the prescribed 7-day credit period to a total of 30 calendar days for any shipper who has not paid the freight bill within the 7-day period. However, a service charge of one percent of the amount of the freight bill, subject to a minimum charge of $10.00, must be applied to the extended credit period. The Petitioners requested the ICC to amend this regulation to do both of the following two things:

(1) Increase the minimum service charge from $10.00 to $20.00; and

(2) Extend the one percent service charge to each 30-day period or fraction thereof after the initial credit period. The Petitioners noted that since the existing credit regulation does not assess any credit charge to shippers who have not paid the carrier's freight bill within the initial 30-day credit period, delinquent shippers thereafter obtain free credit indefinitely.

The ICC took no action on this petition. The FHWA will incorporate this petition in this rulemaking and discontinue Ex Parte No. MC–1 (Sub-No. 6). For purposes of this rulemaking, the FHWA proposes to adopt the above-described amendments to the credit regulations and solicits public comment regarding their propriety. The FHWA also proposes to move the credit regulations pertaining to household goods transportation from 49 CFR 377.215(c) to 49 CFR 375.807 for ease of reference.

On-Board Trailer Scales

The public has alerted the FHWA to a few motor carriers who have begun to use on-board trailer scales. These are generally non-certified scales and expressly prohibited. The FHWA believes their use is a violation of the former ICC's regulations. The FHWA is affirming the prohibited use of such on-board trailer scales.

The FHWA, however, solicits comments regarding the accuracy, reliability, and acceptability of such non-certified on-board trailer scales, preferably supported by scientific data.

The Maximum Threshold for Weighing Shipments Upon a Certified Platform or Warehouse Scale

The AMSA has asked the FHWA to consider amending § 375.7(a)(5) by raising the 454 kilogram (1,000 pound) maximum threshold requirement for weighing shipments upon a certified platform or warehouse scale. This threshold requirement has remained unchanged since 1939, when the ICC first allowed the practice of weighing small shipments on platform or warehouse scales rather than weighing the entire motor vehicle. See 17 M.C.C. 467.

The AMSA's October 1997 petition states average weights for private transferee C.O.D. household goods shipments have increased from 4,611 pounds in 1982 to 6,023 pounds today. The AMSA believes the industry now considers 1,362 kilograms or less (3,000 pounds or less) shipments to be small rather than 454 kilograms or less (1,000 pounds or less) shipments.

Although the rationale behind the 1,000 pounds weight threshold in § 375.7(a)(5) is unclear, it is possible that the ICC may have linked the 1,000 pounds weight threshold to tariff provisions assessing a minimum charge for shipments weighing less than 1,000 pounds.

The FHWA believes raising the limit to a higher maximum (i.e., 1,362 kilograms) might, in essence, allow movers to charge a minimum rate at the higher weight threshold when the shipment actually weighs less than the higher weight threshold. We are concerned that by adopting the AMSA's definition of a small shipment as one weighing 3,000 pounds or less (1,362 kilograms or less), we could be perceived as giving our blessing to an increase in the minimum rate threshold in household goods carriers' tariffs. The FHWA has no authority to approve or disapprove of household goods carriers' tariff charges. The statute gives this responsibility to the STB.

In addition, the FHWA believes that should an increase in the weight threshold result in higher minimum charges for small shipments, there may be a negative impact upon highway and motor carrier safety. Higher minimum charges might force individual shippers to reconsider using professional carriers to perform the transportation service. These individual shippers, who would otherwise ship their own household goods, might decide to save money by transporting their own household goods using rental trucks. The FHWA believes allowing more individual shippers to operate large, unfamiliar rental vehicles, would add more risks to highway safety than maintaining a lower weight threshold, thereby maintaining a lower minimum charge. The risks might include more accidents, near misses, and personal injuries due to carrying goods improperly or unsecured.

The FHWA would like comments about whether the FHWA should retain, raise, or lower the 454 kilogram maximum threshold. In your comments, please provide any historical background information you may have on this subject.

Replacement of the Term ''Money Order''

The FHWA is proposing to replace the individual shipper's use of the term ''money order'' to pay for transportation of household goods with a much more general term, a ''cashier's check.'' The FHWA proposes to use this term, as it is defined in 12 CFR 229.2(i).

This would allow individual shippers to use financial or depository institutions' official checking systems, or U.S. Postal Service money orders. The regulations at 12 CFR 229.2(k) define a money order as a check, too. Thus, an individual shipper could use a cashier's ''money order.'' The FHWA believes the use of general money orders may compromise the individual shipper's financial safety during a time period when the individual shipper is at a greater risk of losing his ability to pay

for transportation charges. The FHWA believes the use of money orders, generally payable to the bearer, increases the risks of lost funds. The FHWA believes the use of a cashier's check (including a U.S. Postal Service money order) is much safer, allowing the check to be replaced more easily. The individual shipper might ask a financial institution (e.g., a State savings bank, a national bank, credit union, or savings association) or a U.S. Post Office to draw an official cashier's check for the transportation charges estimated and possibly another check for ten percent of the estimated charges, in case the shipment moves under a non-binding estimate and the resulting transportation charges are more than the non-binding estimate. The FHWA believes the use of the 12 CFR 229.2 definitions will provide consistency. This would eliminate possible duplicative and contradictory definitions of these common terms. The FHWA solicits comments regarding this change.

Order of the Proposed Regulations

The following table specifies the proposed section of each rule, the old section (if any) where the rule originated, and the title of the proposed section.

PART 375.—TRANSPORTATION OF HOUSEHOLD GOODS IN INTERSTATE COMMERCE

Proposed section	Old section	Title of proposed section
SUBPART A—GENERAL REQUIREMENTS		
375.101	375.1(a)	Who must follow these regulations?
375.103	375.1(b)	What are the definitions of terms used in this part?
SUBPART B—BEFORE OFFERING SERVICES TO CUSTOMERS		
Liability Considerations		
375.201	375.12	What is my normal liability for loss and damage when I accept goods from an individual shipper?
375.203	What actions of an individual shipper may limit or reduce my normal liability?.	
375.12		
General Responsibilities		
375.205	375.14	May I have agents?
375.207	375.17	What items must be in my advertisements?
375.209	375.13	How must I handle complaints and inquiries?
375.211	None	Must I have an arbitration program?
375.213	375.2	What information must I provide to a prospective individual shipper?
Collecting Transportation Charges		
375.215	373, subpart A	How must I collect charges?
375.217	377, subpart A	May I collect charges upon delivery?
375.219	377.215(a) and (b)	May I extend credit to shippers?
375.221	375.19	May I use a charge card plan for payments?
SUBPART C—SERVICE OPTIONS PROVIDED		
375.301	None	What service options may I provide?
375.303	375.11	If I sell excess liability insurance coverage, what must I do?
SUBPART D—ESTIMATING CHARGES		
375.401	None	Must I estimate charges?
375.403	375.3	How must I provide a binding estimate?
375.405	375.3	How must I provide a non-binding estimate?
375.407	375.3	Under what circumstances must I relinquish possession of a collect-on-delivery shipment transported under a non-binding estimate?
SUBPART E—PICK UP OF SHIPMENTS OF HOUSEHOLD GOODS		
Before Loading		
375.501	375.5	Must I write up an order for service?
375.503	375.6	Must I write up a bill of lading?
Weighing The Shipment		
375.505	375.7	Must I determine the weight of a shipment?
375.507	375.7	What is a certified scale?
375.509	375.7	How must I determine the weight of a shipment?
375.511	375.7	May I use an alternative method for shipments weighing 454 kilograms or less?
375.513	375.7	Must I give the individual shipper an opportunity to observe the weighing?
375.515	375.7	May an individual shipper waive his/her right to observe each weighing?
375.517	375.7	May an individual shipper demand re-weighing?
375.519	375.7	Must I obtain weight tickets?

PART 375.—TRANSPORTATION OF HOUSEHOLD GOODS IN INTERSTATE COMMERCE—Continued

Proposed section	Old section	Title of proposed section
375.521	375.7	What must I do if an individual shipper wants to know the actual weight or charges for a shipment before I tender delivery?
SUBPART F—TRANSPORTATION OF SHIPMENTS		
375.601	375.8	Must I transport the shipment in a timely manner?
375.603	375.8	When must I tender a shipment for delivery?
375.605	375.8	How must I notify an individual shipper of any service delays?
375.607	375.8	What must I do if I am able to tender a shipment for final delivery more than 24 hours before a specified date?
375.609	375.12(c)	What must I do for shippers who store household goods in transit?
SUBPART G—DELIVERY OF SHIPMENTS		
375.701	375.10	May I provide for a release of liability on my delivery receipt?
375.703	375.3(d)	What is the maximum collect-on-delivery amount I may demand at the time of delivery?
375.705	375.16	If a shipment is transported on more than one vehicle, what charges may I collect at delivery?
375.707	375.15	If a shipment is partially lost or destroyed, what charges may I collect at delivery?
375.709	375.15	If a shipment is totally lost or destroyed, what charges may I collect at delivery?
SUBPART H—COLLECTION OF ACTUAL CHARGES		
375.801	None	What types of charges apply to subpart H?
375.803	377.205	How must I present my freight or expense bill?
375.805	375.3(d)	If I was forced to relinquish a collect-on-delivery shipment before the payment of ALL charges, how do I collect the balance?
375.807	377.215	(c)What actions may I take to collect the charges upon my freight bill?
SUBPART I—FILING ANNUAL ARBITRATION REPORTS		
375.901	375.18	What is an annual arbitration report?
375.903	None	Who must file an annual arbitration report?
375.905	None	Where and when do I file an annual arbitration report?
375.907	None	How must I prepare and submit an annual arbitration report?
SUBPART J—PENALTIES		
375.1001	None	What penalties do we impose for violations of this part?
APPENDIX A		
Part 375, Appendix A	Part 375—Form: Office of Compliance and Enforcement (OCE)–100.	Your Rights and Responsibilities When You Move.

Rulemaking Analyses and Notices

All comments received before the close of business on the comment closing date indicated above will be considered and will be available for examination in the docket number appearing at the top of this document. The FHWA will file comments received after the comment closing date in the docket and will consider late comments to the extent practicable. The FHWA may, however, issue a final rule at any time after the close of the comment period. In addition to late comments, the FHWA will also continue to file, in the docket, relevant information becoming available after the comment closing date, and interested persons should continue to examine the docket for new material.

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

The FHWA has determined this action is neither a significant regulatory action under Executive Order 12866 nor significant under the Department of Transportation's regulatory policies and procedures. It is anticipated the economic impact of this action will not be substantial because this proposed rule makes minor, technical changes to the Federal Motor Carrier Commercial Regulations for household goods carriers. A full regulatory evaluation, therefore, is not warranted.

Regulatory Flexibility Act

In compliance with the Regulatory Flexibility Act (5 U.S.C. 601–612), the FHWA has evaluated the effects of this rule upon small entities. The Small Business Administration (SBA) requires Federal agencies to analyze the impact of proposed rules on small businesses using the SBA Small Business Size Standards. These standards are based on the number of employees or revenue generated, and small businesses are listed by standard industrial classification (SIC) code.

The FHWA believes there is no way to estimate the proportion of small

entities that are affected by motor carrier consumer protection regulations because the Motor Carrier Management Information System (MCMIS), the FHWA database of all entities which operate commercial motor vehicles, does not contain information pertaining to revenue, number of employees, or SIC codes. The most reliable method of determining the size of the motor carrier using MCMIS is by number of power units. For purposes of this analysis, a small motor carrier means a motor carrier with 10 power units or fewer.

The FHWA has, in its August 1996 databases, 10,097 motor common carriers who identified themselves as transporting household goods in interstate or foreign commerce. Of this number, 9,179 (or 90.9 percent) have identified themselves as having ten or fewer power units (i.e., straight trucks or truck tractors).

The FHWA believes this database significantly overstates the actual number of motor carriers subject to the household goods consumer protection regulations. The ICCTA created a new, more restrictive definition of transportation of household goods than the ICC had used. The FHWA's MCMIS database contains information based upon a motor carrier's determination of what it transported at the initial filing of the form MCS–150. This information may have been filed before the ICCTA and may have significantly changed since the filing.

The AMSA claims, as its members, most of the motor common carriers who transport household goods in interstate commerce. On March 4, 1997, the AMSA informed the FHWA that it had 1,754 members, who hold FHWA authority to operate in interstate commerce transporting household goods. The FHWA will assume the AMSA membership roll is closer to the true number. The FHWA will add 246 motor carriers as a cushion for those motor carriers who may not be AMSA members. Based upon the AMSA membership data, for purposes of these analyses, we will use 2,000 carriers as the estimated size of the regulated industry subject to this proposed rule.

This NPRM would amend and clarify the requirements for motor common carriers of household goods to provide service to each prospective individual shipper. These requirements include the following thirteen items:

(1) Minimum advertising information soliciting prospective individual shippers.

(2) Distribution of a document, specified in appendix A to part 375, noting the individual shipper's rights and responsibilities under Federal Highway Administration regulations.

(3) A binding or non-binding estimate of transportation, accessorial, and incidental charges.

(4) An order for service.

(5) The selling of insurance policies.

(6) A bill of lading.

(7) Weight tickets.

(8) Notifications of reasonable dispatch service delays.

(9) Complaint and inquiry handling.

(10) Use of charge card plans.

(11) Agreements with agents

(12) Notification of storage-in-transit liability assignments.

(13) An arbitration results report.

The former ICC required motor common carriers to follow these requirements with the exception of item number 13. Congress transferred the authority to protect individual shippers to the FHWA in the ICCTA. The FHWA believes these are minimum requirements necessary to protect individual shippers. The AMSA has advised the FHWA, in correspondence placed in the docket, its members want these requirements to be continued with minor modifications, as discussed above, to protect individual shippers.

The FHWA calculates each entity will have to spend an average of $7,967 and 2,105 annual burden hours to comply with all of the paperwork requirements of this action. The FHWA based this estimate upon the estimated costs identified below to create records, duplicate records, store the original and duplicated copies of records, and practice inventory control for the records.

The information required for preparing these documents is the type of information already developed by such entities in the normal course of conducting a household goods transportation business. The time necessary to compile the incremental data for the documents required in these regulations should be minimal and would vary proportionately with the number of shipments transported by the carrier.

Although transportation consumers will benefit from the availability of this information, the cost to small carriers should be relatively minimal. Accordingly, the FHWA certifies this action would not have a significant impact on a substantial number of small entities within the meaning of the Regulatory Flexibility Act.

Executive Order 12612 (Federalism Assessment)

This NPRM has been analyzed in accordance with the principles and criteria contained in Executive Order 12612. We have determined this action does not have sufficient federalism implications to warrant the preparation of a federalism assessment. The amendments made by this proposed rule would not have a substantial direct effect on States nor on the relationship or distribution of power between the national government and the States because these changes do little to limit the policy making discretion of the States.

The rule is not intended to preempt any State law or State regulation. Moreover, the changes made by this rule would impose no additional cost or burden upon any State. The rule would not have a significant effect upon the ability of the States to discharge traditional State governmental functions. The FHWA, therefore, is not required to prepare a separate Federalism Assessment for this rule.

Unfunded Mandates Reform Act of 1995

This NPRM has been analyzed in accordance with the principles and criteria contained in the Unfunded Mandates Reform Act of 1995 (UMRA) (Pub. L. 104–4, 109 Stat. 48). The FHWA has determined this action does not have sufficient unfunded mandate implications to warrant the preparation of an unfunded mandate assessment.

The amendments made by this proposed rule would not have a substantial direct effect on States nor on the relationship or distribution of power between the national government and the States because these changes do little to limit the policy making discretion of the States.

The rule is not intended to preempt any State law or State regulation. Moreover, the changes made by this rule would impose no additional cost or burden upon any State. The rule will not have a significant effect upon the ability of the States to discharge traditional State governmental functions.

For purposes of section 203 of the UMRA, the replacement of the annual performance report with an annual arbitration report would not impose a burden greater than $100 million. Also, the addition of an explicit requirement to provide an estimate, either binding or non-binding, would not impose a $100 million burden, either.

Under the Regulatory Flexibility Act discussion above, the FHWA estimates this proposal would have an annual burden of just under $16 million. The FHWA, therefore, is not required to prepare a separate Unfunded Mandate Assessment for this rule.

Paperwork Reduction Act

Under the OMB regulations, 5 CFR 1320, Controlling Paperwork Burdens on the Public, the OMB requires the FHWA to estimate the burden its regulations impose to generate, maintain, retain, disclose, or provide information to or for the FHWA, including the nine following items:

1. Reviewing instructions.
2. Developing, acquiring, installing, and utilizing technology and systems for the purpose of collecting, validating, and verifying information.
3. Developing, acquiring, installing, and utilizing technology and systems for the purpose of processing and maintaining information.
4. Developing, acquiring, installing, and utilizing technology and systems for the purpose of disclosing and providing information.
5. Adjusting the existing ways to comply with any previously applicable instructions and requirements.
6. Training personnel to be able to respond to a collection of information.
7. Searching data sources.
8. Completing and reviewing the collection of information.
9. Transmitting, or otherwise disclosing the information.

The OMB regulations permit the time, effort, and financial resources necessary to comply with a collection of information incurred by persons in the normal course of their activities (e.g., in compiling and maintaining business records) to be excluded from the burden estimate if the FHWA demonstrates to the OMB that the reporting, recordkeeping, or disclosure activities needed to comply are usual and customary. A collection of information conducted or sponsored by the FHWA and also conducted or sponsored by a unit of State, local, or tribal government is presumed to impose a Federal burden, except to the extent the FHWA shows such State, local, or tribal requirement would be imposed even in the absence of a Federal requirement.

The collection of information requirements in this NPRM are to generate, maintain, retain, disclose, and provide information to or for the FHWA under 49 CFR part 375 to individual shippers as a consumer protection service. The collection of information would be used by prospective shippers to make informed decisions about contracts and services to be ordered, executed, and settled with interstate household goods carriers. The only information collection items the FHWA is changing from the former ICC's rules are the elimination of the annual performance report (previously submitted to OMB) and the addition of an annual arbitration report. All other items were required under the former ICC regulations, although no assigned OMB control number was transferred from the ICC to the FHWA covering these collections of information.

The FHWA has calculated the 5 CFR 1320 paperwork financial resources burden for the collection of information contained in this NPRM. The FHWA used national averages of cost indicators developed by the Association of Records Managers and Administrators, Inc. (ARMA International). The ARMA International publication ''Cost Indicators for Selected Records Management Activities (A Guide to Unit Costing for the Records Manager—Volume 1)'' (1993) and its companion ''Cost Finding for Records Management Activities (A Guide to Unit Costing for the Records Manager—Volume II)'' (1996) by Jose-Marie Griffiths, Ph.D., and Donald W. King were used by the FHWA in calculating activity and organizational unit costs. The ARMA International guides determine organizational unit costs to be costs a parent organization may attach to records management activities. They include activity unit costs and records management general and administrative costs. Activity unit costs include salaries, benefits, supervision, training, staff and storage space, equipment, and supplies. General and administrative costs include staff compensation and space, non-productive time, furniture, supplies, and other direct and indirect costs associated with management and administration. The FHWA believes using organizational unit costs will more accurately estimate the actual costs for the entire CMV industry rather than activity unit costs and records management unit costs.

ESTIMATED PAPERWORK BURDEN

Type of burden	Financial cost	Hourly burden
Advertising	$4,814	351
''Your Rights'' Booklet	894,710	4,167
Estimates	4,251,240	3,060,000
Order for Service	1,417,080	300,000
Insurance Policy Sales	236,180	100,000
Bills of Lading	2,877,240	300,000
Weight Tickets	2,702,808	90,000
Notice (Reasonable Dispatch)	507,816	10,000
Complaint Handling	1,502,696	310,000
Charge Card Plans	1,502	584
Notice (SIT)	228,348	30,000

ESTIMATED PAPERWORK BURDEN—Continued

Type of burden	Financial cost	Hourly burden
Arbitration Report	1,310,722	4,000
Total	15,935,156	4,209,102

As stated above, the FHWA will use the figure of 2,000 motor carriers engaged in transportation of household goods in interstate or foreign commerce.

The FHWA has broken down each discussion of information collection requirements into the major areas of 49 CFR Part 375's requirements.

Minimum Advertising Information Soliciting Prospective Individual Shippers

Section 375.207 requires each advertisement of a motor carrier, or its agent, to include the name or trade name of the originating service motor carrier and the applicable FHWA-assigned U.S. DOT number. The FHWA believes identifying the name or trade name of a business entity in an advertisement is a usual and customary business practice. If the OMB agrees with the FHWA's assertion, this requirement would not be considered a burden defined by 5 CFR 1320, but would require approval by the OMB.

The requirement to specify the applicable FHWA-assigned U.S. DOT number in an advertisement, except for advertisements on radio broadcasts, would impose a slight burden. The FHWA estimates the 2,000 carriers subject to this requirement would have one advertisement in their local telephone yellow pages. In addition, each carrier would have one advertisement per year created for its local paper. The FHWA estimates the 17 large van lines would have 12 different advertisements per year created. The FHWA will estimate the cost of placing the U.S. DOT number in the created advertisement, but believes the advertisement's other time and financial costs are usual and customary business practices.

The ARMA International guide indicates the creation of one record costs an organization $1.145. The FHWA determines 2,000 local telephone advertisements, 2,000 local newspaper advertisements, and 204 large van line advertisements must be created specifying the FHWA-assigned number. Multiplying 4,204 by $1.145 results in $4,814 (the FHWA rounds money up to the next whole dollar).

The FHWA has calculated the 5 CFR 1320 paperwork time burden for the

advertisement collection of information. Based upon 4,204 advertisements, the FHWA estimates each motor carrier would need 5 minutes to create the assigned number upon the advertisement. This result multiplied by 4,202 advertisements equals 351 hours for the household goods carrier industry.

Your Rights and Responsibilities When You Move

In February 1997, the FHWA asked the AMSA to estimate how many booklets would be distributed to individual shippers. The AMSA believes 580,000 orders for service are executed each year and recommends the FHWA round this number up by 20,000 to 600,000 orders for service. This would capture the additional booklets of ''Your Rights And Responsibilities When You Move'' distributed to prospective individual shippers who decide not to use the services of a motor common carrier, but who were supplied the booklet at the appropriate time based upon the regulation.

In the past, the ICC required motor common carriers to obtain the booklet ''Your Rights and Responsibilities When You Move'' from the ICC. A motor common carrier could add supplementary text about carrier-specific items relevant to its operations and its own carrier logo. The motor carrier would then distribute the booklet.

Although the FHWA does not have the resources to publish massive quantities of this important consumer publication, we strongly believe this publication should continue to be distributed. The AMSA agrees with us. The AMSA has advised us its members would provide the modified publication to consumers even without a regulatory requirement. However, we propose to continue requiring distribution of the publication to ensure consumers are provided with important knowledge to deal effectively with household goods carriers, particularly the few, unscrupulous carriers who treat them unfairly and are unlikely to provide this information voluntarily.

The FHWA would allow motor common carriers to reproduce or photocopy this document in one of the following three ways.

1. Distribute a subsequent **Federal Register** final rule (and successor final rules).

2. Distribute the appendix to 49 CFR Part 375 when it is published in October of each year (by the U.S. Government Printing Office).

3. Publish independently their own publication containing the text of appendix A to Part 375.

This would provide flexibility to small entities who are not agents for other larger motor common carriers. The FHWA expects large van lines will want to produce their own booklets containing the appendix to part 375.

Based upon an organizational unit cost analysis, the FHWA estimates the household goods carrier industry will incur an annual paperwork burden of $894,710 to comply with the publication and distribution of the booklet. Each carrier may create its own carrier identifiable document for distribution. The organizational unit cost for creating a record using the ARMA International guide is $1.145 per record. Multiplying 2,000 carriers by $1.145 results in $2,290 for all carriers to produce an original record. The organizational unit cost for duplicating the carrier's document is $1.076 per record. This would cost $645,600 for 600,000 requests for estimates. The organizational unit cost for storage of the documents is $0.0228 per record. The FHWA estimates 602,000 must be stored. This is the sum for the storage of the original document plus all the duplicated documents. The storage cost is estimated to be $13,726. The FHWA also estimates the document must be in inventory and must be controlled. The organizational unit cost for the practice of inventory control of documents is $0.387 per record. The FHWA estimates this to be $232,974. The total cost is $894,710 based upon the organizational unit cost method.

Distribution of ''Your Rights and Responsibilities When You Move'' Booklet

The paperwork time burden for the 600,000 requests for orders for service requiring the distribution of this important consumer publication by 2,000 motor carriers results in an average of 300 copies distributed annually for each carrier. The FHWA estimates each carrier would need 1 hour to create each original document and approximately one additional hour to photocopy 300 copies of this document for distribution. The FHWA estimates carriers would need an additional 5 minutes to inventory their stored documents. The FHWA believes all household goods carriers usually and customarily distribute carrier-produced sales and information brochures and this document would be distributed with those documents when the prospective shipper is contacted. The FHWA, therefore, finds good cause to forego estimating a burden for distribution of the information in the brochure in this NPRM. The FHWA's total time estimate per carrier for this action is 2 hours 5 minutes. This result multiplied by 2,000 carriers equals 4,167 hours for the household goods carrier industry.

Binding or Non-binding Estimate of Transportation, Accessorial, and Incidental Charges

Motor carriers are not required under current FHWA regulations to furnish individual shippers with any type of estimate, binding or non-binding. If an estimate is calculated, however, the regulations do specify certain information is to be recorded, maintained, retained, and provided to the individual shipper. The proposed retention period of one year would remain the same as the current period. See 49 CFR 379.13, Appendix A, item J.1.(a) (62 FR 32040, June 12, 1997).

The FHWA believes household goods carriers provide almost every individual shipper with an estimate of charges prior to loading. The FHWA is proposing to require motor carriers to provide an estimate to every individual shipper. The ICC's unpublished 1995 HHG Performance Report Study found motor carriers wrote binding estimates for about 55.8 percent of the 384,003 collect-on-delivery shipments transported. The FHWA will use 60 percent for the percentage of estimates motor carriers will write as binding estimates (an exact estimate of the charges to be paid) and 40 percent written as non-binding estimates (an approximate cost of the transportation charges). The FHWA believes each shipper obtains an average of three estimates before deciding upon a motor carrier to transport its household goods.

For binding estimates, the motor carrier calculates what the total bill would be based upon a detailed analysis of the services to be provided. If the individual shipper has additional services or items to be performed at the time of loading the shipment, the motor carrier may either reaffirm the binding estimate, reject the binding estimate, recalculate a new binding estimate, or calculate a non-binding estimate. If the motor carrier does nothing, this NPRM would require the carrier to honor the binding estimate.

The FHWA estimates a motor carrier's binding estimate takes an average of 2 hours to complete. This involves the following ten items:

1. Traveling to the shipment location.
2. Estimating the items to be transported and their weight.
3. Estimating accessorial/incidental charges.

4. Reviewing and obtaining information from tariffs, guides, schedules, etc.
5. Calculating the estimate.
6. Recording the estimate.
7. Copying the estimate.
8. Attaching the copy to the order for service/bill of lading.
9. Providing the estimate to the prospective individual shipper.
10. Return travel to the motor carrier's terminal.

Calculation of 2 hours multiplied by 1,080,000 binding estimates (600,000 times 60 percent times an average of 3 estimates per order for service) results in 2,160,000 hours.

The FHWA assumes 50 percent of non-binding estimates are completed exclusively by telephone and 50 percent are completed through a personal visit to the individual shipper's residence. The FHWA estimates a motor carrier's non-binding estimate takes an average of 30 minutes to complete by telephone. This involves the following eight items:

1. Asking the individual on the telephone certain questions (such as number of rooms, any extra heavy items, automobiles, etc.).
2. Estimating the weight to be transported.
3. Estimating accessorial/incidental charges.
4. Reviewing and obtaining information from tariffs, guides, schedules, etc.
5. Calculating an estimate.
6. Recording the estimate.
7. Copying the estimate and attaching the copy to the order for service/bill of lading.
8. Providing the estimate to the prospective individual shipper over the telephone.

Calculation of 30 minutes multiplied by 360,000 non-binding estimates (600,000 times 40 percent (non-binding estimate) times 50 percent (estimate by telephone) times 3 estimates per order for service (average)) results in 180,000 hours.

Providing a non-binding estimate by a personal visit involves essentially the same elements as a binding estimate and would consume the same amount of time.

Calculation of 2 hours multiplied by 360,000 non-binding estimates (600,000 times 40 percent (non-binding estimate) times 50 percent (estimate by personal visit) times 3 estimates per order for service (average)) results in 720,000 hours.

Thus, the FHWA calculates the total burden hours as 2,160,000 for binding estimates, 180,000 for non-binding telephone estimates, and 720,000 for non-binding personal visit estimates for a grand total of 3,060,000 burden hours for estimates.

The FHWA estimates the financial burden in providing estimates would be creating a record of the estimate, copying the estimate, attaching it to the bill of lading, and filing and storing the estimate with the bill of lading. As discussed above, the FHWA estimates 600,000 orders for service are executed each year and the FHWA assumes each shipper obtains an average of 3 estimates prior to deciding upon a motor carrier. This means 1,800,000 estimates would be made each year, and 1,800,000 copies made, filed and stored. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to provide estimates of charges with the following four acts: 1,800,000 times $1.145 for creating one record equals $2,061,000. 1,800,000 times $1.076 for duplicating one record equals $1,936,800. 1,800,000 times $0.118 for filing one record equals $212,400. 1,800,000 times $0.0228 for storing one record equals $41,040. The total of the four results is $4,251,240.

Order For Service

An order for service must contain the following eleven information items:

1. The carrier's name and address and the FHWA U.S. DOT number assigned to the carrier who is responsible for performing the service.
2. The individual shipper's name, address and, if available, telephone number.
3. The name, address and telephone number of the delivering carrier's office or agent located at or nearest to the destination of the shipment.
4. A telephone number where the individual shipper/consignee may contact the carrier or his designated agent.
5. *Dates and times.* One of the following three dates and times.

(a) The agreed pickup date and agreed delivery date of the move.

(b) The agreed period or periods of time of the entire move.

(c) If the shipment is to be transported on a guaranteed service basis, the guaranteed dates or periods of time for pickup, transportation, and delivery. Any penalty or per diem requirements of the agreement must be entered under this item.

6. A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment.
7. Any identification or registration number assigned to the shipment.
8. For non-binding estimated charges, the amount of the charges, the method of payment of total charges, and, the maximum amount required to be paid at time of delivery to obtain possession of the shipment.
9. For binding estimated charges, the amount of charges required to be paid based upon a binding estimate and the terms of payment under this estimate.
10. Whether the individual shipper requests notification of the charges prior to delivery and the telephone number or address where such communications will be received.
11. Signature of the individual shipper, who is ordering the service, and signature of the carrier or his agent.

A copy of the order for service must be dated and furnished to the individual shipper at the time it is executed. The proposed retention period of one year would remain the same as the current period. See 49 CFR 379.13, Appendix A, item J.1.(b).

The FHWA estimates an order for service takes 30 minutes to complete. Multiplying this by 600,000 orders for service results in 300,000 burden hours.

The FHWA estimates the financial burden in providing orders for service would be in creating the order of service record, copying the order, attaching it to the bill of lading, and filing and storing the order with the bill of lading. As discussed above, the FHWA estimates 600,000 estimates for orders for service are executed each year. This means 600,000 orders would be made each year, and 600,000 copies made, filed and stored. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to provide orders for service using the following four calculations. 600,000 times $1.145 for creating one record equals $687,000. 600,000 times $1.076 for duplicating one record equals $645,600. 600,000 times $0.118 for filing one record equals $70,800. 600,000 times $0.0228 for storing one record equals $13,680. The total of the four results is $1,417,080.

Selling Insurance Policies

The regulations do not require motor carriers to sell insurance to individual shippers. If a motor carrier does sell insurance, however, the insurance policy must be in plain English and clearly specify the nature and extent of coverage. The proposed retention period (until expiration of coverage plus one year) would remain the same as the current period. See 49 CFR 379.13, Appendix A, item F.1.(c).

The FHWA estimates motor carriers sell excess liability insurance policies on 100,000 shipments of the 600,000 shipments each year. The FHWA also estimates each policy takes 1 hour to process and copy. This would result in 100,000 hours of burden for selling insurance policies to individual shippers.

The FHWA estimates the financial burden in selling insurance policies would be creating the insurance policy record, copying the policy, providing one copy to the individual shipper, and filing and storing the policy. As discussed above, the FHWA estimates 100,000 insurance policies would be executed each year. This means 100,000 policies would be made each year, and 100,000 copies would be made, filed, and stored. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to provide insurance policies using the following four calculations. 100,000 times $1.145 for creating one record equals $114,500. 100,000 times $1.076 for duplicating one record equals $107,600. 100,000 times $0.118 for filing one record equals $11,800. 100,000 times $0.0228 for storing one record equals $2,280. The total of the four results is $236,180.

Bills of Lading

A bill of lading must include the following twelve information items:

1. The carrier'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, through interline, in the transportation of the shipment.
3. The name, address, and telephone number of the office of the motor carrier to contact in relation to the transportation of shipments.
4. When the transportation is to be performed on a collect-on-delivery basis, the name, the address and, if furnished, the telephone number of a person to whom notification is provided for in proposed § 375.605 must be given.
5. For *non-guaranteed service*, the agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment. The agreed dates or periods of time for pickup and delivery entered upon the bill of lading must conform to the agreed dates or periods of time for pickup and delivery entered upon the order for service or a proper amendment to the order for service.
6. For *guaranteed service* subject to tariff provisions, the dates for pickup and delivery and any penalty or per diem entitlements due the individual shipper under the agreement.
7. The actual date of pickup.
8. The company or carrier identification number of the vehicle(s) on which the motor carrier loads the shipment.
9. The terms and conditions for payment of the total charges including notice of any minimum charges.
10. When the transportation is to be performed on a collect-on-delivery basis and if a pre-move estimate of the charges is provided to the individual shipper, the maximum amount required to be paid at the time of delivery to obtain delivery of the shipment.
11. The required released rates valuation statement (see RELEASED RATES OF MOTOR COMMON CARRIERS OF HHG, 9 I.C.C. 2d 523 (1993)) (as amended), and the charges, if any, for optional valuation coverage.
12. Evidence of any insurance coverage sold to or procured for the individual shipper from an independent insurer, including the amount of the premium for such insurance.

A copy of the bill of lading must accompany a shipment at all times. When the shipment is loaded upon a vehicle for transportation, the bill of lading must be in the possession of the driver responsible for the shipment. The proposed retention period would remain the same as the current period. See 49 CFR 379.13, Appendix A, item I.1.

The FHWA estimates a bill of lading takes 30 minutes to complete. Multiplying this by the estimated 600,000 bills of lading executed each year results in 300,000 burden hours.

The FHWA estimates the financial burden in providing bills of lading would be creating the bill of lading record, copying through the use of carbon or carbonless paper, attaching a copy to the estimate and order for service, providing a copy to accompany the load, and filing and storing the bill of lading with the estimate of charges and order for service. As discussed above, the FHWA estimates 600,000 orders for service are executed each year. This means 600,000 bills of lading would be made each year. The FHWA estimates at least three copies for each bill of lading would be made (1,800,000 copies), and 1,800,000 copies filed and stored. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to write bills of lading using the following four calculations: 600,000 times $1.145 for creating one record equals $687,000. 1,800,000 times $1.076 for duplicating one record equals $1,936,800. 1,800,000 times $0.118 for filing one record equals $212,400. 1,800,000 times $0.0228 for storing one record equals $41,040. The total of the four results is $2,877,240.

Weight Tickets

Every weight ticket must be signed by the person performing the weighing and must contain the following six information 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 carrier identification of the vehicle.
5. The last name of the individual shipper as it appears on the Bill of Lading.
6. The carrier's shipment registration or Bill of Lading number.

When both weighings are performed on the same scale, one weight ticket may be used to record both weighings. All freight bills presented to collect any shipment charges dependent on the weight transported must be accompanied by true copies of all weight tickets obtained in the determination of the shipment weight. The proposed retention period would remain the same as the current period. See 49 CFR 379.13, Appendix A, item J.5 for the current retention period.

The FHWA estimates weighing freight takes 5 minutes to complete. The FHWA estimates 5 percent of shipments move under a binding estimate and an additional 5 percent move under an estimate based upon volume. These two types of estimates do not require weighing— therefore, the FHWA will exclude 60,000 shipments from our calculations. The FHWA calculates 540,000 shipments times two weighings per shipment equals 1,080,000 weighings. This multiplied by 5 minutes per weighing results in 90,000 burden hours.

The FHWA estimates the financial burden in providing a weighing would be in creating the weight record, copying would generally be done through the use of carbon or carbonless paper, attaching a copy to the bill of lading and order for service, and filing and storing the weight ticket with the bill of lading and order for service.

The FHWA estimates one copy for each weight ticket would be made (1,080,000 copies), and 2,160,000 copies filed and stored. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to record weight tickets using the

following four calculations: 1,080,000 times $1.145 for creating one record equals $1,236,600. 1,080,000 times $1.076 for duplicating one record equals $1,162,080. 2,160,000 times $0.118 for filing one record equals $254,880. 2,160,000 times $0.0228 for storing one record equals $49,248. The total is $2,702,808.

Notifications of Reasonable Dispatch Service Delays

At the time of notification of delay, a carrier must advise the individual shipper of the alternative dates or periods of time the carrier may be able to pickup and/or deliver the shipment. The needs of the individual shipper must always be considered in this advisement. Additional requirements include the following six information items:

1. If the notification of delay occurs prior to the pickup of the shipment, the carrier must amend the order for service.
2. If the notification of delay occurs subsequent to the pickup of the shipment, the carrier must notify the individual shipper of the delay.
3. The carrier must prepare a written record of the date, time and manner of notification.
4. The carrier must prepare a written record of the amended date or period of time for delivery.
5. These records must be retained by the carrier as part of its file on the shipment. The retention period would be one year from the date of notification.
6. A true copy of the written delay notification noting the date, time and manner of notification, along with a record of the amended date or period of time for delivery must be furnished to the individual shipper by first class mail or in person.

The proposed retention period of one year would remain the same as the current period. See 49 CFR 379.13, Appendix A. item I.4.(b).

The FHWA estimates 20 percent of the 600,000 shipments transported each year experience some sort of delay requiring notification. This would result in 120,000 notifications. The FHWA believes 99.9 percent of these notifications occur by telephone and take an average of 5 minutes to complete. The FHWA believes telegram and in person notification is used rarely. The FHWA also believes 99.9 percent of the written records provided to the individual shipper are delivered by first class mail and not in person.

Multiplying 120,000 notifications by an average of 5 minutes results in 10,000 burden hours.

The FHWA estimates the financial burden in providing a notification of delay would be in disclosing information in a 5 minute telephone call, creating a record of the notification, copying the record through the use of carbon or carbonless paper, mailing a copy to the individual shipper, and filing and storing the written notice with the bill of lading and order for service documents.

The FHWA estimates one copy for each notice would be made (120,000 copies), and 120,000 copies must be filed and stored. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to notify individual shippers about reasonable dispatch delays using the following six calculations:

120,000 times $0.31 per minute (A.T.&T. long distance telephone rate for a call from New York, NY, to Los Angeles, CA) times 5 minutes equals $186,000.

120,000 times $1.145 for creating one record equals $137,400.

120,000 times $1.076 for duplicating one record equals $129,120.

120,000 times $0.32 for mailing by U.S. Postal Service first class service to the individual shipper equals $38,400.

120,000 times $0.118 for filing one record equals $14,160.

120,000 times $0.0228 for storing one record equals $2,736. The total is $507,816.

Complaint and Inquiry Handling

The regulations require carriers establish and maintain a procedure for responding to inquiries and complaints from individual shippers. The procedure must be specified in a concise, easy to read summary of the program and include a communications system allowing individual shippers to communicate with the carrier's principal place of business by telephone. The carrier must make a written record of all inquiries and complaints received from an individual shipper by any means of communication. The proposed retention period of one year after settlement would remain the same as the current period. See 49 CFR 379.13, Appendix A, item F.2.(a).

The FHWA estimates all 600,000 shipments transported each year have some sort of inquiry made about them by an individual shipper. The FHWA believes at least two are made by each shipper. This would result in 1,200,000 records of complaints and inquiries. The FHWA estimates each carrier would use an average of 30 minutes to establish, document, and distribute its complaint and inquiry handling system in a concise, easy to read summary.

The FHWA multiplies 1,200,000 records by an average of 5 minutes and 600,000 records of summaries distributed by an average of 30 minutes. This results in 310,000 hours annual burden.

The FHWA estimates the financial burden in conducting complaint and inquiry procedures would include the following twelve information items:

1. Establishing the complaint and inquiry system.
2. Creating a concise, easy to read summary record of the system.
3. Copying the summary record 600,000 times.
4. Filing the summary record until needed.
5. Storing the summary record until needed.
6. Distributing the summary record with other sales brochures as needed (including ''Your Rights and Responsibilities When You Move'' and the *arbitration procedure*).
7. Disclosing information about complaints and inquiries in a 5 minute telephone call.
8. Creating a record of the notification.
9. Copying the record through the use of carbon or carbonless paper.
10. Mailing a copy to the individual shipper (by regular mail).
11. Filing the written notice.
12. Storing the written notice with the bill of lading and order for service documents.

The FHWA estimates one copy for each complaint or inquiry notice would be made (120,000 copies), and 120,000 copies filed and stored. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to notify individual shippers about complaint and inquiry handling using the following twelve calculations:

2,000 concise, easy to read summary records of the system times $1.145 for creating one record equals $2,000.

600,000 times $1.076 for duplicating the summary record equals $645,600.

600,000 times $0.32 for mailing by regular service U.S. Mail to agents and salespeople for distribution equals $192,000.

600,000 times $0.118 for filing the summary record until needed equals $70,800.

600,000 times $0.0228 for storing the summary record until needed equals $13,680.

600,000 times $0.118 for distributing the summary record with other sales brochures equals $70,800.

120,000 times $0.31 per minute (A.T.&T. long distance telephone rate for a call from New York, NY to Los Angeles, CA) times 5 minutes equals $186,000.
120,000 times $1.145 for creating one record equals $137,400.
120,000 times $1.076 for duplicating one record equals $129,120.
120,000 times $0.32 for mailing by U.S. Postal Service first class service to the individual shipper equals $38,400.
120,000 times $0.118 for filing one record equals $14,160.
120,000 times $0.0228 for storing one record equals $2,736. The total is $1,502,696.

Use of Charge Card Plans

The regulations allow for the use of charge card plans, but do not require information collection requirements as a part of the regulation.

Agreements With Agents

The regulations require motor carriers have written agreements with their prime agents. The AMSA's information shows 1,151 motor carriers do not affiliate with any van line, while 1,167 carriers are affiliated with one of 17 van lines. These 1,167 carriers are probably prime agents. The prime agents must have written agreements with their motor carrier principal.

The FHWA estimates all 1,167 carriers have one written agreement with another motor carrier. This would result in 1,167 records of written agreements. The FHWA multiplies 1,167 records by an average of 30 minutes. This results in 584 annual burden hours.

The FHWA estimates the financial burden in executing a written agreement with prime agents would be in discussing the information with a potential agent, creating a record of the agreement, and filing and storing of the written agreement. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to execute written agreements with prime agents using the following three calculations:

1,167 times $1.145 for creating one record equals $1,337.
1,167 times $0.118 for filing one record equals $138.
1,167 times $0.0228 for storing one record equals $27.
The total is $1,502.

Notification of Storage-in-Transit Liability Assignments

Motor carriers who are holding goods for storage-in-transit and this period of storage is about to expire must notify the individual shipper in writing about the following four information items:

1. The date of conversion to permanent storage.

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

3. The fact the carrier's liability will end.

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

The motor carrier must make this notification at least 10 days prior to the expiration date of one of the following two conditions.

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

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

The motor carrier must notify the individual shipper by certified mail, return receipt requested. If the motor carrier is holding household goods in storage-in-transit for a period of time less than 10 days, within one day prior to the expiration date of the specified time when the goods are to be held in such storage, the carrier must give notification to the individual shipper.

The carrier must maintain a record of notifications as part of the records of the shipment.

The FHWA assumes 10 percent of the 600,000 shipments result in storage-in-transit situations where the time period expires. This would result in 60,000 records of notifications.

The FHWA multiplies 60,000 records by an estimated average of 30 minutes. This results in 30,000 annual burden hours.

The FHWA estimates the financial burden in notifying an individual shipper about the storage-in-transit expiration date and conditions would be creating a record, copying the record, mailing the original by certified (return receipt requested) service, filing the record, and storing the active record.

The FHWA estimates the original agreement would be made and mailed to the individual shipper. The carrier would file and store the copy. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to notify shippers regarding the expiration of storage-in-transit using the following four calculations:

60,000 times $1.145 for creating one record equals $68,700.
60,000 times $2.52 for postage (certified, return receipt requested U.S. Postal Service) for one record equals $151,200.
60,000 times $0.118 for filing one record equals $7,080.
60,000 times $0.0228 for storing one record equals $1,368.
The total is $228,348.

Arbitration Results Report

Every motor carrier must have an arbitration program by statute. Each motor carrier must include in its annual arbitration report the following nine information items:

1. The total number of shipments transported.

2. The total number of claims in excess of $1000.

3. The total number of claims of $1000 or less.

4. The number of requests for arbitration on claims of $1000 or less.

5. The results of those arbitrations (claim amounts and disposition).

6. The number of requests for arbitration on claims in excess of $1000.

7. The number of requests for arbitration on claims in excess of $1000 accepted by the carrier.

8. The results of the arbitrations the carrier accepted and reported under item 7 of this list, providing the claim amount and disposition.

9. An oath, completed by the carrier and signed by a company officer.

The FHWA requires all 600,000 orders for service include a concise, easy to read summary of the arbitration procedures. This would result in 600,000 records being distributed. In addition, the FHWA would require all motor carriers file annually a prepared summary of the previous year's results of their arbitration programs.

The FHWA estimates each carrier would use an average of 2 hours to establish, document, and distribute its arbitration program in a concise, easy to read summary.

The FHWA multiplies 2,000 motor carriers by an average of 2 hours to establish, document, copy, and distribute 600,000 records of summaries. This results in 4,000 annual burden hours.

The FHWA estimates the financial burden in establishing an arbitration program and filing the results of the program annually would include the following nineteen information items:

1. Establishing the arbitration program.

2. Creating a concise, easy to read summary record of the program.

3. Copying the summary record 600,000 times.

4. Filing the summary record until needed.
5. Storing the summary record until needed.
6. Distributing the summary record with other sales brochures as needed (including ''Your Rights and Responsibilities When You Move'' and the *compliant and inquiry handling system*).
7. Creating a record of each arbitration result.
8. Filing the record of the arbitration result.
9. Storing the active record of the arbitration result.
10. Requesting the active records of all arbitration results be sent to the annual record preparer's location.
11. Reviewing and compiling the records of all arbitration results.
12. Reviewing the regulations for the items to be reported.
13. Creating an annual record of the results of the program.
14. Copying the annual record for the carrier's files.
15. Mailing the annual record to Washington, DC.
16. Filing the copy of the annual record.
17. Storing the copy of the annual record.
18. Re-filing each record of arbitration results.
19. Storing each record of arbitration results.

The FHWA assumes 10 percent of household goods shippers would seek arbitration each year. This would result in 60,000 arbitrations being made each year. The FHWA assumes the records would be active rather than inactive.

Thus, the FHWA calculates the organizational unit cost analysis to provide arbitration program summaries and preparation of a filed arbitration report using the following sixteen calculations:

2,000 concise, easy to read summary records of the system times $1.145 for creating one record equals $2,290.
600,000 times $1.076 for duplicating the summary record equals $645,600.
600,000 times $0.32 for mailing by regular service U.S. Mail to agents and salespeople for distribution equals $192,000.
600,000 times $0.118 for filing the summary record until needed equals $70,800.
600,000 times $0.0228 for storing the summary record until needed equals $13,680.
600,000 times $0.118 for distributing the summary record with other sales brochures equals $70,800.
60,000 times $1.145 for creating one record of the arbitration result equals $68,700.
60,000 times $0.118 for filing one record equals $7,080.
60,000 times $0.0228 for storing one record equals $1,368.
60,000 times $1.789 for retrieving active records of all arbitration results be sent to the annual record preparer's location equals $107,340.
2,000 times $1.145 for creating an annual record of the results of the program equals $2,290.
2,000 times $1.076 for copying the annual record for the carrier's files equals $2,152.
2,000 times $0.32 for posting the annual record to Washington, DC by U.S. Postal Service equals $640.
2,000 times $0.118 for filing the copy of the annual record equals $236.
2,000 times $0.0228 for storing the copy of the annual record equals $46.
60,000 times $2.095 for re-filing each record of arbitration results equals $125,700.

The total is $1,310,722.

New Information Collection Request Summary

Title: Transportation of Household Goods; Consumer Protection Regulations.

Background: The Secretary of Transportation may promulgate ''reasonable regulations, including regulations protecting individual shippers * * *'' 49 U.S.C. 14104. The FHWA's regulations require motor common carriers of household goods to generate, maintain, retain, disclose, and provide information to the FHWA or for the motor carriers to provide to third parties (individual shippers). The FHWA would continue most of these regulations. The FHWA would propose no requirement for specific forms. The FHWA regulations would also allow motor carriers to provide electronic documents. The FHWA estimates providing the information electronically may not be useful. It would, however, allow such disclosures provided the consumer has a system to read the electronic information readily. The FHWA believes the use of such electronic information is uncommon and is not likely to grow significantly based upon the current proposed regulations.

The FHWA believes these requirements are necessary for motor common carriers to properly protect the rights and responsibilities of individual shippers. The FHWA believes these requirements are not unnecessarily duplicative of information otherwise reasonably accessible to an individual shipper. The FHWA believes most individual shippers would not know about the FHWA or its regulations published in Title 49, Code of Federal Regulations.

Respondents: Approximately 2,000 motor carriers who provide transportation of household goods in interstate commerce.

Average Burden per Year: 3,466,602 total hours divided by 2,000 motor carriers equals 1,734 hours annually.

Collection of Information Frequency: Upon set-up of a household goods motor carrier business, each time an individual shipper of household goods contemplates ordering service from a motor carrier, each time an individual shipper of household goods makes inquiries or complaints, each time a household goods shipment delay occurs, upon settlement of charges due, and annually for a report.

The FHWA will send a new burden estimate for this collection of information requirement to the Office of Management and Budget. This document serves as the FHWA's 60-day notice under 5 CFR 1320.8(d)(1).

The FHWA requests your comments regarding the accuracy of each estimate. If you believe an estimate is accurate, please tell us the reason why you believe it is accurate. If you believe the FHWA has miscalculated the burdens of time or financial burden, please tell us the reason why you believe it is inaccurate and provide us with better information to accurately estimate the burdens. The FHWA also requests your comments on the need for the collection of information requirements proposed in this NPRM, and on ways the FHWA may reduce the information collection burden while protecting consumers.

National Environmental Policy Act

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

Regulation Identification Number

A regulation identification number (RIN) is assigned to each regulatory action listed in the Unified Agenda of Federal Regulations. The Regulatory Information Service Center publishes the Unified Agenda in April and October of each year. The RIN contained in the heading of this document can be used to cross reference this action with the Unified Agenda.

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.

List of Subjects in 49 CFR Part 377

Credit, Freight forwarders, Highways and roads, Motor carriers.

Issued on: May 5, 1998.

Kenneth R. Wykle,

Administrator, Federal Highway Administration.

For the reasons set out in the preamble, the FHWA proposes to amend 49 CFR Chapter III as set forth below:

1. Part 375 is revised to read as follows:

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

Subpart A—General Requirements

Sec.
375.101 Who must follow these regulations?
375.103 What are the definitions of terms used in this part?

Subpart B—Before Offering Services to My Customers

Liability Considerations

Sec.
375.201 What is my normal liability for loss and damage when I accept goods from an individual shipper?
375.203 What actions of an individual shipper may limit or reduce my normal liability?

General Responsibilities

Sec.
375.205 May I have agents?
375.207 What items must be in my advertisements?
375.209 How must I handle complaints and inquiries?
375.211 Must I have an arbitration program?
375.213 What information must I provide to a prospective individual shipper?

Collecting Transportation Charges

Sec.
375.215 How must I collect charges?
375.217 May I collect charges upon delivery?
375.219 May I extend credit to shippers?
375.221 May I use a charge card plan for payments?

Subpart C—Service Options Provided

Sec.
375.301 What service options may I provide?
375.303 If I sell excess liability insurance coverage, what must I do?

Subpart D—Estimating Charges

Sec.
375.401 Must I estimate charges?
375.403 How must I provide a binding estimate?
375.405 How must I provide a non-binding estimate?
375.407 Under what circumstances must I relinquish possession of a collect-on-delivery shipment transported under a non-binding estimate?

Subpart E—Pick up of Shipments of Household Goods

Before Loading

Sec.
375.501 Must I write up an order for service?
375.503 Must I write up a bill of lading?

Weighing the Shipment

Sec.
375.505 Must I determine the weight of a shipment?
375.507 What is a certified scale?
375.509 How must I determine the weight of a shipment?
375.511 May I use an alternative method for shipments weighing 454 kilograms or less?
375.513 Must I give the individual shipper an opportunity to observe the weighing?
375.515 May an individual shipper waive his/her right to observe each weighing?
375.517 May an individual shipper demand re-weighing?
375.519 Must I obtain weight tickets?
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?

Subpart F—Transportation of Shipments

Sec.
375.601 Must I transport the shipment in a timely manner?
375.603 When must I tender a shipment for delivery?
375.605 How must I notify an individual shipper of any service delays?
375.607 What must I do if I am able to tender a shipment for final delivery more than 24 hours before a specified date or period of time?
375.609 What must I do for shippers who store household goods in transit?

Subpart G—Delivery of Shipments

Sec.
375.701 May I provide for a release of liability on my delivery receipt?
375.703 What is the maximum collect-on-delivery amount I may demand at the time of delivery?
375.705 If a shipment is transported on more than one vehicle, what charges may I collect at delivery?
375.707 If a shipment is partially lost or destroyed, what charges may I collect at delivery?
375.709 If a shipment is totally lost or destroyed, what charges may I collect at delivery?

Subpart H—Collection of Charges

Sec.
375.801 What types of charges apply to subpart H?
375.803 How must I present my freight or expense bill?
375.805 If I am forced to relinquish a collect-on-delivery shipment before the payment of ALL charges, how do I collect the balance?
375.807 What actions may I take to collect the charges upon my freight bill?

Subpart I—Filing Annual Arbitration Reports

Sec.
375.901 What is an annual arbitration report?
375.903 Who must file an annual arbitration report?
375.905 Where and when do I file an annual arbitration report?
375.907 How must I prepare and submit an annual arbitration report?

Subpart J—Penalties

Sec.
375.1001 What penalties do we impose for violations of this part?

Appendix A—Your Rights and Responsibilities When You Move

Authority: 5 U.S.C. 553; 49 U.S.C. 13301 and 14104; and 49 CFR 1.48.

Subpart A—General Requirements

§ 375.101 Who must follow these regulations?

You, a motor common carrier engaged in the transportation of household goods, must follow the regulations in this part 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.

§ 375.103 What are the definitions of terms used in this part?

(a) Terms used in this part:

Advertisement means any communication to the public in connection with an offer or sale of any interstate transportation service. This includes written or electronic database listings of your name, address, and telephone number in an on-line database. This excludes advertisements over airwaves, including radio and television, and listings of your name, address, and telephone number in a telephone directory or similar publication.

Cashier's check means a check that has all four of the following characteristics:

(1) Drawn on a bank as defined in 12 CFR 229.2.

(2) Signed by an officer or employee of the bank on behalf of the bank as drawer.

(3) A direct obligation of the bank.

(4) Provided to a customer of the bank or acquired from the bank for remittance purposes.

Household goods, as used in connection with transportation, means

the personal effects or property used, or to be used, in a dwelling. The personal effects and property must be a part of the equipment or supplies of such a dwelling or similar property.

Individual shipper or *householder* means any person who is the consignor or consignee of a household goods shipment and you identify him or her as such in the bill of lading contract. The individual shipper owns the goods being transported.

May means an option. You may do something, but it is not a requirement.

Must means a legal obligation. You must do something.

Order for service means a document authorizing you to transport an individual shipper's household goods.

Reasonable dispatch means the performance of transportation on the dates, or during the period of time, agreed upon by you and the individual shipper and shown on the Order For Service/Bill of Lading. For example, if you deliberately withhold any shipment from delivery after an individual shipper offers to pay the binding estimate or 110 percent of a non-binding estimate, you have not transported the goods with reasonable dispatch. The term ''reasonable dispatch'' excludes transportation provided under your tariff provisions requiring guaranteed service dates. You will have the defenses of force majeure, i.e., superior or irresistible force, as construed by the courts. ''Force majeure'' in this context, means a defense protecting the parties in the event that a part of the contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care.

Should means a recommendation. We recommend you do something, but it is not a requirement.

Transportation of household goods means either one of the following two provisions:

(1) The householder (an individual shipper) arranges and pays for transportation of household goods. This may include transportation from a factory or store, when the individual shipper purchases the household goods with the intent to use the goods in his or her own dwelling.

(2) Another party arranges and pays for the transportation of household goods.

We, us, and *our* means the Federal Highway Administration (FHWA).

You and *your* means a motor common carrier engaged in the transportation of household goods and its household goods agents.

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

Subpart B—Before Offering Services to Customers

Liability Considerations

§ 375.201 What is my normal liability for loss and damage when I accept goods from an individual shipper?

(a) In general, you are legally liable for loss or damage if it happens during performance of any one of the following three services identified on your lawful bill of lading:

(1) Transportation of household goods.

(2) Storage-in-transit of household goods, including incidental pickup or delivery service.

(3) Servicing of an appliance or other article, if you or your agent performs the servicing.

(b) You are liable for loss of, or damage to, any household goods to the extent provided in the current Surface Transportation Board's released rates order (see RELEASED RATES OF MOTOR COMMON CARRIERS OF HHG, 9 I.C.C. 2d 523 (1993)).

(c) You may have additional liability if you sell excess liability insurance.

§ 375.203 What actions of an individual shipper may limit or reduce my normal liability?

(a) If an individual shipper includes perishable household goods without your knowledge, you need not assume liability for these items.

(b) If an individual shipper agrees to ship household goods released at a value greater than $1.32 per kilogram (60 cents per pound) per article, your liability for loss and damage may be limited to $220 per kilogram ($100 per pound) per article if the individual shipper fails to notify you in writing of articles valued at more than $220 per kilogram ($100 per pound).

(c) If an individual shipper notifies you in writing that an article valued at greater than $220 per kilogram ($100 per pound) will be included in the shipment, the shipper 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.

General Responsibilities

§ 375.205 May I have agents?

(a) You may have agents provided you comply with paragraphs (b) and (c) of this section. A household goods agent is defined as either one of the following two types of agents:

(1) A *prime agent* provides a transportation service for you or on your behalf, including the selling of, or arranging for, a transportation service. You permit or require the agent to provide services under the terms of an agreement or arrangement with you. A prime agent does not provide services on an emergency or temporary basis. A prime agent does not include a household goods broker or freight forwarder.

(2) An *emergency or temporary agent* provides origin or destination services on your behalf, excluding the selling of, or arranging for, a transportation service. You permit or require the agent to provide such services under the terms of an agreement or arrangement with you. The agent performs such services only on an emergency or temporary basis.

(b) If you have agents, you must have written agreements between you and your prime agents. You and your retained prime agent must sign the agreements.

(c) Copies of all your prime agent agreements must be in your files for a period of at least 24 months following the date of termination of each agreement.

§ 375.207 What items must be in my advertisements?

(a) You and your agents must publish and use only truthful, straightforward, and honest advertisements.

(b) You must include, and you must require each of your agents to include, in all advertisements for all services (including any accessorial services incidental to or part of interstate transportation), the following two elements:

(1) Your name or trade name, as it appears on our document assigning you a U.S. DOT number, or the name or trade name of the motor carrier under whose operating authority the advertised service will originate.

(2) U.S. DOT number, assigned by us authorizing you to operate as a for-hire motor carrier.

(c) Your FHWA-assigned U.S. DOT number must be displayed only in the following form in every advertisement: U.S. DOT No. (assigned number).

§ 375.209 How must I handle complaints and inquiries?

(a) You must establish and maintain a procedure for responding to complaints and inquiries from your individual shippers.

(b) Your procedure must include all four of the following items:

(1) A communications system allowing individual shippers to communicate with your 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 an individual shipper by any means of communication.

(c) You must produce a clear and concise written description of your procedure for distribution to individual shippers.

§ 375.211 Must I have an arbitration program?

(a) You must have an arbitration program for individual shippers. You must establish and maintain an arbitration program with the following eleven minimum elements:

(1) You must design your arbitration program to prevent you from having any special advantage in any case where the claimant resides or does business at a place distant from your principal or other place of business.

(2) Before the household goods are tendered for transport, your arbitration program 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.

(3) Upon the individual shipper's request, you must provide forms and information necessary for initiating an action to resolve a dispute under arbitration.

(4) You must require each person you authorize to arbitrate to be independent of the parties to the dispute and capable of resolving such disputes, and you must ensure the arbitrator is authorized and able to obtain from you or the individual shipper any material or relevant information to carry out a fair and expeditious decision making process.

(5) You must not charge the individual shipper more than one-half of the total cost for instituting the arbitration proceeding against you. In the arbitrator's decision, the arbitrator may determine which party must pay the cost or a portion of the cost of the arbitration proceeding, including the cost of instituting the proceeding.

(6) You must refrain from requiring the individual shipper to agree to use arbitration before a dispute arises.

(7) Arbitration must be binding for claims of $1000 or less, if the individual shipper requests arbitration.

(8) Arbitration must be binding for claims of more than $1000, if the individual shipper requests arbitration and the carrier agrees to it.

(9) If all parties 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 arbitrator may extend the 60-day period for a reasonable period of time if you or the individual shipper fail to provide, in a timely manner, any information the arbitrator reasonably requires to resolve the dispute.

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

§ 375.213 What information must I provide to a prospective individual shipper?

(a) Before you execute an order for service for a shipment of household goods, you must furnish to your prospective individual shipper, all four of the following documents:

(1) The contents of Appendix A of this part, ''Your Rights and Responsibilities When You Move.''

(2) A concise, easy-to-read, accurate estimate of your charges.

(3) A concise, easy-to-read, accurate summary of the your arbitration program.

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

(i) The main telephone number the individual shipper may use to communicate with you.

(ii) A clear and concise statement concerning who must pay for telephone calls.

(b) To comply with paragraph (a)(1) of this section, you must produce and distribute a document with the text and general order of appendix A to this part as it appears. The following three items also apply:

(1) If we, the Federal Highway Administration, choose to modify the text or general order of appendix A, we will provide the public appropriate notice in the **Federal Register** and an opportunity for comment as required by part 389 of this subchapter before making you change anything.

(2) If you publish the document, you may choose the dimensions of the publication as long as the type font size is at least 10 point or greater and the size of the booklet is at least as large as 232 square centimeters (36 square inches).

(3) If you publish the document, you may choose the color and design of the front and back covers of the publication. The following words must appear prominently on the front cover in at least 12 point or greater bold or full-faced type: **''YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE.** OMB No. 2125–_____, Expires on_____ , 200_____ . **Furnished By Your Mover, As Required By Federal Law.''** You may substitute your name or trade name in place of ''Your Mover'' if you wish (for example, *Furnished by XYZ Van Lines, As Required By Federal Law*).

(c) Paragraphs (b)(2) and (b)(3) of this section do not apply to exact copies of appendix A published in the **Federal Register** or the *Code of Federal Regulations.*

Collecting Transportation Charges

§ 375.215 How must I collect charges?

You must issue an honest, truthful freight or expense bill in accordance with subpart A of part 373 of this subchapter.

§ 375.217 May I collect charges upon delivery?

(a) Yes. You may maintain a tariff setting forth nondiscriminatory rules governing collect-on-delivery service and the collection of collect-on-delivery funds.

(b) If an individual shipper pays you at least 110 percent of the approximate costs of a non-binding estimate on a collect-on-delivery shipment, you must relinquish possession of the shipment at the time of delivery. You may specify the form of payment acceptable to you.

§ 375.219 May I extend credit to shippers?

You may extend credit to shippers in accordance with § 375.807.

§ 375.221 May I use a charge card plan for payments?

(a) You may provide in your tariffs for the acceptance of charge cards for the payment of freight charges.

(b) You may accept charge cards whenever shipments are transported under agreements and tariffs requiring payment by cash, certified check, or a cashier's check.

(c) If you allow an individual shipper to pay for a freight or expense bill by charge card, you are deeming such payment to be equivalent to payment by

cash, certified check, or a cashier's check.

(d) The charge card plans you participate in must be identified in your tariff rules as items permitting the acceptance of the charge cards.

(e) If an individual shipper causes a charge card issuer to reverse a charge transaction, you may consider the individual shipper's action tantamount to forcing you to provide an involuntary extension of your credit. In such instances, the rules in § 375.807 apply.

Subpart C—Service Options Provided

§ 375.301 What service options may I provide?

(a) You may design your household goods service to provide individual shippers with a wide range of specialized service and pricing features. Many carriers provide at least the following five service options:

(1) *Space reservation.*

(2) *Expedited service.*

(3) *Exclusive use of a vehicle.*

(4) *Guaranteed service on or between agreed dates.*

(5) *Excess liability insurance.*

(b) If you sell excess liability insurance, you must follow the requirements in § 375.303.

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

(a) You, your employee, or an agent, may sell, offer to sell, or procure excess liability insurance coverage for loss and damage to shipments of any individual shippers only under the following two conditions:

(1) The individual shipper releases the shipment for transportation at a value not exceeding $1.32 per kilogram (60 cents per pound) per article.

(2) The individual shipper fails to declare a valuation of $2.75 or more per kilogram ($1.25 or more per pound) and pays, or agrees to pay, you for assuming liability for the shipment equal to the declared value.

(b) You may offer, sell, or procure any kind of excess liability insurance coverage.

(c) You may offer, sell, or procure any type of policy covering loss or damage in excess of the specified carrier liability.

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

(e) 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.

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

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

(h) 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.

(i) You must provide in your tariff for the provision of selling, offering to sell, or procuring excess liability insurance service. The tariff must also provide for the base transportation charge, including your assumption for 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.

Subpart D—Estimating Charges

§ 375.401 Must I estimate charges?

(a) Before you execute an order for service for a shipment of household goods for an individual shipper, you must estimate the total charges in writing. The written estimate must be one of the following two types:

(1) A *binding estimate,* an agreement made in advance with your individual shipper. It guarantees the total cost of the move based upon the quantities and services shown on your estimate.

(2) A *non-binding estimate,* what you believe the total cost will be for the move, based upon the estimated weight or volume of the shipment and the accessorial services requested. A non-binding estimate is not binding on you. You will base the final charges upon the actual weight of the individual shipper's shipment and the tariff provisions in effect.

(b) For non-binding estimates, you should provide your best estimate of the approximate costs the individual shipper should expect to pay for the transportation and services of such shipments. If you provide an inaccurately low estimate, you may be limiting the amount you will collect at the time of delivery as provided in § 375.407.

(c) You and the individual shipper must sign the estimate of charges. You must provide a dated copy of the estimate of charges to the individual shipper at the time you sign the estimate.

(d) Before loading a household goods shipment, and upon mutual agreement of both you and the individual shipper, you may amend an estimate of charges.

§ 375.403 How must I provide a binding estimate?

(a) You may provide a guaranteed binding estimate of the total shipment charges to the individual shipper, so long as it is provided for in your tariff. The individual shipper must pay the amount for the services included in your estimate. You must comply with the following eight requirements:

(1) You must provide a binding estimate in writing to the individual shipper or other person responsible for payment of the freight charges.

(2) You must retain a copy of each binding estimate as an addendum to the bill of lading.

(3) You must clearly indicate upon each binding estimate's face the estimate is binding upon you and the individual shipper. Each binding estimate must also clearly indicate on its face the charges shown are the charges being assessed for only those services specifically identified in the estimate.

(4) You must clearly describe binding estimate shipments and all services you are providing.

(5) If it appears an individual shipper has tendered additional household goods or requires additional services not identified in the binding estimate, you are not required to honor the estimate. However, before loading the shipment, you must do one of the following three things:

(i) Reaffirm your binding estimate.

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

(iii) Agree with the individual shipper, in writing, that both of you will consider the original binding estimate as a non-binding estimate subject to § 375.405.

(6) Once you load a shipment, failure to execute a new binding estimate or a non-binding estimate signifies you have reaffirmed the original binding estimate. You may not collect more than the amount of the original binding estimate, except as provided in paragraph (a)(7) of this section.

(7) If the individual shipper adds additional services at the destination and the services fail to appear on your estimate, you may require full payment at the time of delivery for those services your individual shipper added at destination.

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

(b) If you do not provide a binding estimate to an individual shipper, you must provide a non-binding estimate to

the individual shipper in accordance with § 375.405.

(c) You must retain a record of all estimates of charges for at least one year from the date you made the estimate.

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

(a) If you do not provide a binding estimate to an individual shipper in accordance with § 375.403, you must provide a non-binding estimate to the individual shipper.

(b) If you provide a non-binding estimate to an individual shipper, you must provide your best estimate of the approximate costs the individual shipper should expect to pay for the transportation and services of such shipments. You must comply with the following six requirements:

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

(2) You must explain to the individual shipper all final charges calculated for shipments moved on non-binding estimates will be those appearing in your tariffs applicable to the transportation. You must explain to the individual shipper these final charges may exceed the approximate costs appearing in your estimate.

(3) You must furnish non-binding estimates without charge and in writing to the individual shipper or other person responsible for payment of the freight charges.

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

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

(6) You must clearly describe on the face of a non-binding estimate the entire shipment and all services you are providing.

(b) If you furnish a non-binding estimate, you must enter the estimated charges upon the order for service and upon the bill of lading.

(c) You must retain a record of all estimates of charges for at least one year from the date you made the estimate.

§ 375.407 Under what circumstances must I relinquish possession of a collect-on-delivery shipment transported under a non-binding estimate?

(a) If an individual shipper pays you at least 110 percent of the approximate costs of a non-binding estimate on a collect-on-delivery shipment, you must relinquish possession of the shipment at the time of delivery. You may specify the form of payment acceptable to you.

(b) Failure to relinquish possession of a shipment upon an individual shipper's offer to pay 110 percent of the estimated charges constitutes a failure to transport the shipment with ''reasonable dispatch'' and subjects you to cargo delay claims pursuant to 49 CFR part 370.

(c) You must defer demand for the payment of the balance of any remaining charges for a period of 30 days following the date of delivery. After this 30-day period, you must demand payment of the balance of any remaining charges. For example, if your non-binding estimate to an individual shipper estimated total charges at delivery should be $1,000, but your actual charges at destination are $1,500, you must deliver the shipment upon payment of $1,100 (110 percent of the estimated charges) and forego demanding payment. You then must issue a freight or expense bill demanding payment of the remaining $400 after the 30-day period expires.

(d) You must retain a record of all estimates of charges for at least one year from the date you made the estimate.

Subpart E—Pick Up of Shipments of Household Goods

Before Loading

§ 375.501 Must I write up an order for service?

(a) Before you receive a shipment of household goods you will move for an individual shipper, you must prepare an order for service. The order for service must contain the information described in the following ten items:

(1) Your name and address and the FHWA U.S. DOT number assigned to the carrier who is responsible for performing the service.

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

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

(4) A telephone number where the individual shipper/consignee may contact you or your designated agent.

(5) *Dates and times.* One of the following three entries must be on the order for service:

(i) The agreed pickup date and agreed delivery date of the move.

(ii) The agreed period or periods of time of the entire move.

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

(6) A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment, subject to the following two conditions.

(i) If you provide service for individual shippers on rates based upon the transportation of a minimum weight or volume, you must indicate on the order for service the minimum weight- or volume-based rates, and the minimum charges applicable to the shipment.

(ii) If you do not indicate the minimum rates and charges, your tariff must provide you will compute the final charges relating to such a shipment based upon the actual weight or volume of the shipment.

(7) Any identification or registration number you assign to the shipment.

(8) *For non-binding estimates,* your best estimate of the amount of the charges, the method of payment of total charges, and the maximum amount (no more than 110 percent of the non-binding estimate) you will demand at the time of delivery to relinquish possession of the shipment.

(9) *For binding estimates,* the amount of charges you will demand based upon the binding estimate and the terms of payment under this estimate.

(10) Whether the individual shipper requests notification of the charges before delivery. The individual shipper must provide you with the telephone number(s) or address(es) where you will transmit the notification.

(b) You and the individual shipper must sign the order for service. You must provide a dated copy of the order for service to the individual shipper at the time you sign the order.

(c) Before loading the shipment, and upon mutual agreement of both you and the individual shipper, you may amend an order for service.

(d) You must retain records of an order for service for at least one year from the date you made the order.

§ 375.503 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. You must furnish a complete copy of the bill of lading to the individual shipper before beginning to load the shipment.

(b) On a bill of lading, you must include the following twelve items:

(1) Your 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 interline transportation of the shipment.

(3) The name, address, and telephone number of your office (or the office of your agent) where the individual shipper can contact you in relation to the transportation of the shipment.

(4) When you transport under a collect-on-delivery basis, the name, address and, if furnished, the telephone number of a person to notify about the charges, as required in § 375.605.

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

(6) *For guaranteed service,* subject to tariff provisions, the dates for pickup and delivery and any penalty or per diem entitlements due the individual shipper under the agreement.

(7) The actual date of pickup.

(8) The company or carrier identification number of the vehicle(s) upon which you load the individual shipper's shipment.

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

(10) The maximum amount you will demand at the time of delivery to obtain possession of the shipment, when you transport under a collect-on-delivery basis.

(11) The Surface Transportation Board's required released rates valuation statement, and the charges, if any, for optional valuation coverage (see RELEASED RATES OF MOTOR COMMON CARRIERS OF HHG, 9 I.C.C. 2d 523 (1993)).

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

(c) A copy of the bill of lading must accompany a shipment at all times while in your (or your agent's) possession. 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.

(d) You must retain bills of lading for at least one year from the date you created the bill of lading.

Weighing the Shipment

§ 375.505 Must I determine the weight of a shipment?

(a) When you transport household goods on a non-binding estimate dependent upon the shipment weight, you must determine the weight of each shipment transported before the assessment of any charges.

(b) You must weigh the shipment upon a certified scale.

§ 375.507 What is a certified scale?

A certified scale is any scale designed for weighing motor vehicles, including trailers or semi-trailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority (e.g., a State). A certified scale may also be a platform or warehouse type scale properly inspected and certified.

§ 375.509 How must I determine the weight of a shipment?

(a) You must weigh the shipment by using one of the following two methods:

(1) *First method—origin weigh.* You determine the difference between the tare weight of the vehicle before loading at the origin of the shipment and the gross weight of the same vehicle after loading the shipment.

(2) *Second method—back weigh.* You determine the difference between the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after you unload the shipment.

(b) The following three conditions must exist for both the tare and gross weighings:

(1) The vehicle must have installed or loaded all pads, dollies, hand trucks, ramps, and other equipment required in the transportation of the shipment.

(2) The driver and other persons must be off the vehicle at the time of either weighing.

(3) The fuel tanks on the vehicle must be full at the time of each weighing, except when you use the *first method—origin weigh,* in paragraph (a)(1) of this section, where the tare weighing is the first weighing performed, you must refrain from adding fuel between the two weighings.

(c) You may detach the trailer of a tractor-trailer vehicle combination from the tractor and the trailer weighed separately at each weighing provided the length of the scale platform is adequate to accommodate and support the entire trailer at one time.

(d) You must use the net weight of shipments transported in containers. You must calculate the difference between the tare weight of the container (including all pads, blocking and bracing used in the transportation of the shipment) and the gross weight of the container with the shipment loaded in the container.

§ 375.511 May I use an alternative method for shipments weighing 454 kilograms or less?

For shipments weighing 454 kilograms or less (1,000 pounds or less), you may weigh the shipment upon a platform or warehouse certified scale before loading for transportation or after unloading.

§ 375.513 Must I give the individual shipper an opportunity to observe the weighing?

You must give the individual shipper or any other person responsible for the payment of the freight charges the right to observe all weighings of the shipment. You must advise the individual shipper, or any other person entitled to observe the weighings, where and when each weighing will occur. You must give the person who will observe the weighings a reasonable opportunity to be present to observe the weighings.

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

An individual shipper has the privilege to waive his/her right to observe any weighing or reweighing. This does not affect any other rights of the individual shipper under this part or otherwise.

§ 375.517 May an individual shipper demand reweighing?

After you inform the individual shipper of the billing weight and total charges and before actually beginning to unload a shipment weighed at origin (*first method* under § 375.509(a)(1), the individual shipper may demand a reweigh. You must base your freight bill charges upon the reweigh weight.

§ 375.519 Must I obtain weight tickets?

(a) Yes, you must obtain weight tickets whenever we require you to weigh the shipment in accordance with this subpart. You 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) The identification of the weight entries as being the tare, gross, or net weights.

(4) The company or carrier identification of the vehicle.

(5) The last name of the individual shipper as it appears on the bill of lading.

(6) The carrier's shipment registration or bill of lading number.

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

(c) As part of the file on the shipment, you must retain the original weight ticket or tickets relating to the determination of the weight of a shipment.

(d) All freight bills you present to an individual shipper must include true copies of all weight tickets obtained in the determination of the shipment weight in order to collect any shipment charges dependent upon the weight transported.

§ 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) You must comply with a request of an individual shipper of a shipment being transported on a collect-on-delivery basis who specifically requests notification of the actual weight or volume and charges on a shipment. This requirement is conditioned upon the individual shipper supplying you with an address or telephone number where the individual shipper will receive the communication. You must make your notification by telephone, telegram, or in person.

(b) The individual shipper must receive your notification at least one full 24-hour day before any tender of the shipment for delivery, excluding Saturdays, Sundays and Federal holidays.

(c) You may disregard the 24-hour notification requirement on shipments subject to any one of the following three conditions:

(1) Back weigh (when you weigh an individual shipper's shipment at its destination).

(2) Pickup and delivery encompassing two consecutive week days, if the individual shipper agrees.

(3) Maximum payment amounts at time of delivery of 110 percent of the estimated charges, if the individual shipper agrees.

Subpart F—Transportation of Shipments

§ 375.601 Must I transport the shipment in a timely manner?

Yes. Transportation in a timely manner is also known as ''reasonable dispatch service.'' You must provide reasonable dispatch service to all individual shippers, except for transportation on the basis of guaranteed pickup and delivery dates.

§ 375.603 When must I tender a shipment for delivery?

You must tender a shipment for delivery for an individual shipper on the agreed delivery date or within the period of time specified on the bill of lading. Upon the request or concurrence of the individual shipper, you may waive this requirement.

§ 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 of time 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 three ways:

(1) By telephone.

(2) By telegram.

(3) In person.

(b) At the time you notify the individual shipper of the delay, you must advise the individual shipper of the dates or periods of time you expect to be able to pickup and/or deliver the shipment. You must consider the needs of the individual shipper in your advisement. You also must do the following six things:

(1) If your notification of delay occurs before the pickup of the shipment, you must amend the order for service.

(2) If your notification of delay occurs after you pick up the shipment, you or your agent must notify the individual shipper of the delay.

(3) You must prepare a written record of the date, time, and manner of notification.

(4) You must prepare a written record of your amended date or period of time for delivery.

(5) You must retain these records as a part of your file on the shipment. The retention period is one year from the date of notification.

(6) You must furnish a true copy to the individual shipper by first class mail or in person.

§ 375.607 What must I do if I am able to tender a shipment for final delivery more than 24 hours before a specified date or period of time?

(a) You may ask the individual shipper to accept an early delivery date. If the individual shipper does not concur with your request or the individual shipper does not request an early delivery date, you may, at your discretion, place a shipment in storage under your own account and at your own expense in a warehouse located near the destination of the shipment. If you place the shipment in storage, you must comply with paragraph (b) of this section. You may comply with paragraph (c) of this section, at your discretion.

(b) You must immediately notify the individual shipper of the name and address of the warehouse where you place the shipment. You must make and keep a record of your notification as a part of your shipment records. You have responsibility for the shipment under the terms and conditions of the bill of lading. You are responsible for the charges for redelivery, handling, and storage until you make final delivery.

(c) You may limit your responsibility to the agreed delivery date or the first day of the period of time of delivery as specified in the bill of lading.

§ 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 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, within one day before the expiration date of the specified time when the goods are to be held in such storage, you must give notification to the individual shipper of the information specified in paragraph (b) of this section.

(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.

Subpart G—Delivery of Shipments

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

(a) No. 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. You may specify the form of payment acceptable to you.

(b) On a non-binding estimate, the maximum amount is 110 percent of the non-binding estimate of the charges. You may specify the form of payment acceptable to you.

§ 375.705 If a shipment is transported on more than one vehicle, what charges may I collect at delivery?

(a) At your discretion, you may do one of the following three things:

(1) You may defer the collection of all charges until you deliver the entire shipment.

(2) If you have determined the charges for the entire shipment, you may collect the portion of the shipment tendered for delivery. You must determine a percentage of the charges represented by the portion of the shipment tendered for delivery.

(3) If you cannot reasonably calculate the charges for the entire shipment, you must determine the charges for the portion of the shipment being delivered. You must collect this amount. The total charges you assess for the transportation of the separate portions of the shipment must not be more than the charges due for the entire shipment.

(b) In the event of the loss or destruction of any part of a shipment transported on more than one vehicle, you must collect the charges as provided in § 375.707.

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

(a) If a shipment is partially lost or destroyed, you may first collect your freight charges for the entire shipment, if you choose. If you do this, you must refund the portion of your published freight charges corresponding to the portion of the lost or destroyed shipment (including any charges for accessorial or terminal services), at the time you dispose of claims for loss, damage, or injury to the articles in the shipment under 49 CFR part 370.

(b) To calculate the amount of charges applicable to the shipment as delivered, you must multiply the percentage corresponding to the delivered shipment by the total charges applicable to the shipment tendered by the individual shipper. The following four conditions also apply:

(1) If the charges computed 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 household goods and not to charges for other services the individual shipper ordered.

(2) You must collect any specific valuation charge due.

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

(4) You must determine, at your own expense, the proportion of the shipment not lost or destroyed in transit.

(c) 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 its rights provided in paragraph (a) of this section.

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

(a) You are forbidden from collecting, or requiring an individual shipper to pay, any freight charges (including any charges for accessorial or terminal services) when a household goods shipment is totally lost or destroyed in transit. The following three conditions also apply:

(1) You must collect any specific valuation charge due.

(2) You may apply paragraph (a) of this section only to the transportation of household goods and not to charges for other services the individual shipper ordered.

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

(b) 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) totally lost or destroyed in transit. This applies whether or not the individual shipper exercises its rights provided in paragraph (a) of this section.

Subpart H—Collection of Charges

§ 375.801 What types of charges apply to subpart H?

(a) This subpart applies to all shipments, except as provided in paragraph (b) of this section.

(b) *Exception.* This subpart does not apply to collect-on-delivery shipments subject to the 110 percent rule for non-binding estimates.

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

You must present your freight or expense bill in accordance with § 377.205 of this subchapter.

§ 375.805 If I am forced to relinquish a collect-on-delivery shipment before the payment of ALL charges, how do I collect the balance?

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

§ 375.807 What actions may I take to collect the charges upon my freight bill?

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

(b) The credit period must be seven days (excluding Saturdays, Sundays, and Federal holidays).

(c) You must provide in your tariffs the following four things:

(1) You must automatically extend the credit period to a total of 30 calendar days for any shipper who has not paid your freight bill within the 7-day period.

(2) The individual shipper will be assessed a service charge by you equal to one percent of the amount of the freight bill, subject to a $20 minimum charge, for the extension of the credit period.

(3) You must deny credit to any shipper who fails to pay a duly presented freight bill within the 30-day period. You may grant credit to the individual shipper when the individual shipper satisfies he/she will promptly pay all future freight bills duly presented.

(4) You must ensure all payments of freight bills are strictly in accordance

with the rules and regulations of this part for the settlement of your rates and charges.

Subpart I—Filing Annual Arbitration Reports

§ 375.901 What is an annual arbitration report?

An annual arbitration report describes the results of all arbitrations requested and concluded in the previous calendar year.

§ 375.903 Who must file an annual arbitration report?

If you pickup or deliver shipments for individual shippers during the calendar year, you must file an annual arbitration report.

§ 375.905 Where and when do I file an annual arbitration report?

You must file an annual arbitration report on, or before, March 31 of each year. Send the report to the following address: Annual Arbitration Report, Licensing and Insurance Division (HIA–30), Office of Motor Carrier Information Analysis, Federal Highway Administration, 400 Virginia Avenue, S.W., Suite 600, Washington, D.C. 20024.

§ 375.907 How must I prepare and submit an annual arbitration report?

You must include in the annual arbitration report the following nine items:

(a) The total number of shipments transported for the calendar year covered by the report.

(b) The total number of claims in excess of $1000.

(c) The total number of claims of $1000 or less.

(d) The number of requests for arbitration on claims of $1000 or less.

(e) The results of those arbitrations (list claim amount and disposition).

(f) The number of requests for arbitration on claims in excess of $1000.

(g) The number of requests for arbitration on claims in excess of $1000 you accepted.

(h) The results of the arbitrations you accepted and reported under paragraph (g) of this section, listing the claim amount and disposition of the arbitration you accepted.

(i) An oath, completed by you. The oath must be signed by one of your officers (e.g., President, Vice President, Secretary/Treasurer, Owner, Partner). The oath must be substantially in the following form:

Household Goods Carrier Oath (Must be Completed by a Carrier Official)

I, (*name and title of carrier official*), certify all information supplied in this report is true, correct and complete to the best of my knowledge. Further, I certify I am qualified and authorized to certify the accuracy of the data. I know failing to file a complete and truthful report with the Federal Highway Administration could result in the assessment of civil penalties under 49 U.S.C. 14901 and criminal penalties under 18 U.S.C. 1001.

Signature _____

Title _____

Date _____

Subpart J—Penalties

§ 375.1001 What penalties do we impose for violations of this part?

(a) The penalty provisions of 49 U.S.C. Chapter 149, Civil and Criminal Penalties, apply to this part. These penalties do not overlap. The penalties are restated in this section for your convenience.

(b) You, or an officer, employee, or agent of yours, who by any means tries to evade regulation provided under this part for carriers or brokers, are/is liable to the United States for a civil penalty of $200 for the first violation and at least $250 for a subsequent violation.

(c) When another civil penalty is not provided under this part, if you violate a regulation or order under this part, you are liable to the United States for a civil penalty of $500 for each violation. A separate violation occurs each day the violation continues.

(d) An act or omission committed by your corporation is the same as an act or omission by your director, officer, receiver, trustee, lessee, agent, or employee providing transportation or service. The penalties of this part apply to violations by the corporation. The actions and omissions of individuals acting for or employed by you are considered to be the actions and omissions of you as well as the individual, when the individual acts in the scope of his or her employment.

(e) If you, as a provider of transportation of household goods, or a receiver or trustee of yours, fail(s) or refuse(s) to comply with any regulation in this part relating to protection of individual shippers, you, the receiver, or the trustee are/is liable to the United States for a civil penalty of not less than $1,000 for each violation and for each additional day while the violation continues.

(f) You are liable to the United States for a civil penalty of not less than $2,000 for each violation, and of not less than $5,000 for each subsequent violation, if you knowingly engage in or knowingly authorize an agent or other person to do one of the following three things:

(1) Falsify documents used in the transportation of household goods which evidence the weight of a shipment.

(2) Charge for accessorial services you failed to perform.

(3) Charge for accessorial services for which you are not entitled to be compensated because such services are not reasonably necessary in the safe and adequate movement of the shipment.

(g) You are liable to the United States for a civil penalty of not more than $5,000, if you must make a report to us, answer a question, or make, prepare, or preserve a record under this part, and you or an officer, agent, or employee of yours, commit(s) one of the following seven acts:

(1) Does not make the report.

(2) Does not specifically, completely, and truthfully answer the question in 30 days from the date we require the question to be answered.

(3) Does not make, prepare, or preserve the record in the form and manner prescribed.

(4) Falsifies, destroys, mutilates, or changes the report or record.

(5) Files a false report or record.

(6) Makes a false or incomplete entry in the record about a business related fact or transaction.

(7) Makes, prepares, or preserves a record in violation of our regulations or orders.

(h) In determining and negotiating the amount of a civil penalty under paragraphs (e) and (g) of this section concerning transportation of household goods, we must take into account the following seven things:

(1) The degree of your culpability.

(2) Your prior conduct.

(3) The degree of harm you caused an individual shipper or shippers.

(4) Your ability to pay.

(5) The effect on your ability to do business.

(6) Whether you have adequately compensated the individual shipper before we began our proceeding.

(7) Other matters as fairness may require.

Appendix A—Your Rights and Responsibilities When You Move

You must furnish this document to prospective individual shippers as required by 49 CFR 375.213, or the text as it appears in this appendix may be reprinted in a form and manner chosen by you, the motor common carrier of household goods. You do not have to italicize titles of sections.

YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE

OMB No. 2125—____, Expires on ____, 200 ____.

Furnished By Your Mover, As Required By Federal Law.

Authority: 49 U.S.C. 13501 *et seq.*, 13704, 14104; and sec. 204, Pub. L. 104–88, 109 Stat. 803.

Why Was I Given This Pamphlet?

The Federal Highway Administration's (FHWA) regulations protect consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers.

The household goods carrier (mover) gives you this booklet to provide information about your rights and responsibilities as an individual shipper of household goods. You should talk to your mover if you have further questions. The mover will also furnish you with another booklet describing its procedure for handling your questions and complaints. The booklet will include a telephone number you can call to obtain additional information about your move.

What Is Included in This Pamphlet?

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

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 and damage when my mover accepts goods from me?
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Who Must Follow the Regulations?

The regulations inform motor common carriers engaged in the transportation of household goods (movers) what standards the movers must follow when offering services to you. You are not directly subject to the regulations. Your mover may be required to force you to pay on time, though. The regulations only apply to your mover when the mover transports your household goods by motor vehicle in interstate commerce.

What Definitions Are Used in This Pamphlet?

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

Advanced Charges—These are charges for services not performed by the mover, but by someone else. 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 transportation service. This will include written or electronic database listings of your mover's name, address, and telephone number in an on-line database.

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

Appliance Service—The preparation of major electrical appliances to make them safe for shipment.

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

Carrier—The mover transporting your household goods.

Certified Scale—Any scale designed for weighing motor vehicles, including trailers or semi-trailers 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 properly inspected and certified. An on-board trailer scale is not a certified scale.

C.O.D. (Cash on Delivery)—This means payment is required at the time of delivery at the destination residence (or warehouse) for transportation for you, as an individual shipper.

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 the carrier 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 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—An extra charge for carrying items up or down flights of stairs.

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 $220 per kilogram ($100 per pound).

Household goods as used in connection with transportation, means the personal effects or property used, or to be used, in a dwelling. The personal effects and property must be a part of the equipment or supplies of such a dwelling or similar property.

Household Goods Agents—There are two types of household goods agents.

(1) A *prime agent* provides a transportation service for your mover or on its behalf, including the selling of, or arranging for, a transportation service. Your mover permits or requires the agent to provide services under the terms of an agreement or arrangement with them. A prime agent does not provide services on an emergency or temporary basis.

(2) An *emergency or temporary agent* provides origin or destination services on your mover's behalf, excluding the selling of, or arranging for, a transportation service. Your mover permits or requires the agent to provide such services under the terms of an agreement or arrangement with them. The agent performs such services only on an emergency or temporary basis.

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

Linehaul Charges—The charges of the vehicle transportation portion of your move. These charges apply in addition to the accessorial service charges.

Long Carry—An added charge for carrying articles excessive distances between the mover's vehicle and your residence.

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

Mover—A motor common 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 linehaul 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 defenses of force majeure, i.e., superior or irresistible force, as construed by the courts. ''Force majeure'' in this context, means a defense protecting the parties in the event that a part of the contract cannot be performed due to causes which are outside the control of the parties and 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 linehaul vehicles.

Storage-In-Transit (SIT)—The temporary warehouse storage of your shipment pending further transportation. For example, you may incur these charges if your new home is not quite ready to occupy. You must specifically request SIT service. This may not exceed a total of 180 days of storage. You will be responsible for the added charges for SIT service, as well as the warehouse handling and final delivery charges.

Tariff—A schedule of rates or charges.

Transportation of Household Goods—This means either one of the following two things:

(1) You arrange and pay for transportation of household goods. This may include transportation from a factory or store, when you purchase the household goods with the intent to use the goods in your own dwelling.

(2) Another party arranges and pays for the transportation of your household goods.

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—An additional charge applicable each time SIT service is provided. This charge compensates the mover for the physical placement and removal of items within the warehouse.

We, Us, and Our—The Federal Highway Administration (FHWA).

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.

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 definitions in this statute control. If terms are used in this pamphlet and the terms are neither defined 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 and damage when my mover accepts goods from me?

In general, your mover is legally liable for loss or damage if it happens during performance of any of these services identified on your mover's lawful bill of lading:

(1) Transportation of household goods.

(2) Storage-in-transit of household goods, including incidental pickup or delivery service.

(3) Servicing of an appliance or other article, if your mover or its agent performs the servicing.

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. Your mover may have additional liability if your mover sells excess 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 four different levels of liability (options 1 through 4, below) under the terms of their tariffs and pursuant to 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 $1.32 cents per kilogram (60 cents per pound), per article. Loss or damage claims are settled based upon the kilogram (or pound) weight of the article multiplied by $1.32 cents per kilogram (60 cents per pound). For example, if your mover lost or destroyed a 4.54 kilogram (10 pound) stereo component valued at $1000, 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: Declared Value

Under this option, the valuation of your shipment is based upon the total weight of the shipment times $2.75 per kilogram ($1.25 per pound). For example, a 1,814.4 kilogram (4,000 pound) shipment would have a maximum liability value of $5,000. Any loss or damage claim under this option is settled based upon the depreciated value of the lost or damaged item(s) up to the maximum liability value based upon the weight of the entire shipment. Under this option, if you shipped a 4.54 kilogram (10 pound) stereo component originally costing $1000, your mover would be liable for up to $1000, based upon the depreciated value of the item.

Unless you specifically agree to other arrangements, the mover must assume liability for the entire shipment based upon this option. Also, the mover is entitled to charge you $7.00 for each $1000 (or fraction thereof) of liability assumed for shipments transported under this option. In the example above, the valuation charge for a shipment valued at $5,000 would be $35.00. Under this option, your shipment is protected based upon its depreciated value, and the law allows your mover to charge you a fee for this extra protection.

Option 3: Lump Sum Value

Under this option, similar to Option 2, if the value of your shipment exceeds $2.75 per kilogram ($1.25 per pound) times the weight of the shipment, you may obtain additional liability protection from your mover. You do this by declaring a specific dollar value for your shipment. The amount you declare must exceed $2.75 per kilogram ($1.25 per pound) times the weight of the shipment. The amount of value you declare is subject to the same valuation charge ($7.00 per $1000) as described in Option 2. For example, if you declare your 1,814.4 kilogram (4,000 pound) shipment is worth $10,000 (instead of the $5,000 under Option 2), the mover will charge you $7.00 for each $1000 of declared value, or $70.00 for this increased level of liability. If you ship unusually expensive articles, you may wish to declare this extra value. You must make this declaration in writing on the bill of lading.

Option 4: Full Value Protection

Many movers offer a fourth level of added-value protection, often referred to as ''full value protection'' or ''full replacement value.'' If you elect to purchase full value protection, when 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. Unlike the other options, depreciation of the lost or damaged item is not a factor in determining replacement value when the shipment is moved under full value protection.

The cost for full value protection is approximately $8.50 per $1000 of declared value; however, your minimum value declared must be equal to the weight of the shipment multiplied by $7.70 per kilogram ($3.50 per pound). This is further subject to a minimum declaration of $21,000. For example, if your shipment weighs 2,268 kilograms (5,000 pounds), the minimum declared value must be at least $21,000. The exact cost for full value protection may vary by mover and may be further subject to various deductible levels of liability. These liability levels may reduce your cost. Ask your mover for the details of its specific plan.

* * * * *

Under these four 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 $220 per kilogram ($100 per pound). Ask your mover for a complete explanation of this limitation before your move. It is your responsibility to study this provision carefully and to 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 $1.32 per kilogram (60 cents per pound) 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, in the event of loss or damage being the mover's responsibility, the mover is liable only for an amount not exceeding $1.32 per kilogram (60 cents per pound) 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 household goods without your mover's knowledge.

(2) You ship household goods valued at more than $1.32 per kilogram (60 cents per pound) per article.

(3) You fail to notify your mover in writing of articles valued at more than $220 per kilogram ($100 per pound).

In such cases, 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.

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 all your mover's prime agent agreements must be in its 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 company or individual, under whose U.S. DOT number the advertised service will originate.

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

How must my mover handle complaints and inquiries?

All movers are expected to respond promptly to complaints or inquiries from you, its 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 the 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 disputes. Your mover is required to provide you with information regarding its 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 carrier, 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.

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

The Surface Transportation Board, another Federal agency, requires your mover to advise you of your right to inspect your mover's tariffs (its schedules of rates or charges) governing your shipment. Mover 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. The terms of the tariff cannot be changed.

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 may set the time periods for filing claims. This would generally be described in Section 6 on the reverse side of a bill of lading. A third tariff may reserve your mover's right to assess additional charges for additional services performed. For non-binding estimates, another tariff may base charges upon the

exact weight of the goods transported. Your mover may have other tariffs, too. Please refer to your mover's tariffs for exactly what those might be.

Must my mover have an arbitration program?

Your mover must have an arbitration program for your use. Your mover must establish and maintain an arbitration program with the following eleven 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's arbitration program 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 election to use arbitration.

(3) Upon your request, your mover must provide forms and information 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, and 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. If the arbitrator makes a determination as to the percentage of payment of the costs for each party in the arbitration decision, the arbitrator will maintain this right.

(6) Your mover must refrain from requiring you to agree to use arbitration before a dispute arises.

(7) Arbitration is binding for claims of $1000 or less, if you request arbitration.

(8) Arbitration is binding for claims of more than $1000, only if you request arbitration and your mover agrees to it.

(9) If all parties 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 or your mover fail 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 is the text and in the general order of appendix A to 49 CFR Part 375.

What other information must my mover provide to me?

Before your mover executes an order for service for a shipment of household goods, your mover must furnish to you the following three 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 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 freight.

(8) The 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) Disclose the actual rates, charges, and allowances for the transportation service, when your mover electronically presents or transmits freight or expense bills to you.

(13) Indicate reductions, allowances, or other adjustments may apply when the actual rate, charge, or allowance is dependent upon the performance of a service by a third party to the transportation arrangement (such as, tendering a volume of freight over a stated period of time), when your mover electronically presents or transmits freight or expense bills to you.

(14) Total charges due.

(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 carrier 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 7 days of the date when sufficient information does become available.

May my mover collect charges upon delivery?

Yes. Your mover may set nondiscriminatory rules governing collect-on-delivery service and the collection of collect-on-delivery funds. If you pay your mover at least 110 percent of the approximate costs of a non-binding estimate on a collect-on-delivery shipment, your mover must relinquish possession of the shipment at the time of delivery. Your mover may specify the form of payment acceptable to it.

May my mover extend credit to me?

Your mover may relinquish possession of freight before you pay its tariff charges. Your mover may extend credit to you in the amount of the tariff charges. Your mover must ensure you will pay its tariff charges within the credit period. The credit period must begin on the day following presentation of its 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 only applies 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 its 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 credit regulations in good faith in the future before extending credit again.

May my mover accept charge cards for my payments?

Your mover may allow you to use a charge card for the payment of the freight charges. Your mover may accept charge cards whenever you ship with it under an agreement and tariff requiring payment by cash, certified check, or a cashier's check (a check drawn by a financial institution—bank, credit union, savings & loan, etc.—upon itself

and signed by an officer of the financial institution).

If your mover allows you to pay for a freight or expense bill by charge card, your mover deems such a payment to be equivalent to payment by cash, certified check, or a cashier's check. The charge card plans your mover participates in must be identified in its tariff rules or items permitting the acceptance of the charge cards.

If you cause a charge card issuer to reverse a charge 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 what the additional cost will be. You should always consider whether you may find other movers who 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.

Another customary service option is *EXCLUSIVE USE OF A VEHICLE*. If for any reason you desire or require your shipment be moved by itself on the mover's truck or trailer, most movers will provide such service.

Still 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 actually might 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 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 at a later time than the first truck. When this occurs, your transportation charges will be determined as if the entire shipment 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 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 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 excess liability insurance coverage, what must my mover do?

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

Your mover, its employees, or its agents, may sell, offer to sell, or procure excess liability insurance coverage for you for loss and damage to your shipment, if both of the following two things are true:

(1) You release the shipment for transportation at a value not exceeding $1.32 per kilogram (60 cents per pound) per article.

(2) You fail to declare a valuation of $2.75 or more per kilogram ($1.25 or more per pound) and pay, or agree to pay, your mover for assuming liability for your shipment equal to the declared value.

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 them.

Your mover must provide in its tariffs for the provision of excess liability insurance coverage. The tariff must also provide for the base transportation charge, including its assumption for full liability for the value of the shipment. This would be 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?

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.

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 the your mover. Your mover will base the final charges upon the actual weight of your shipment and its tariff provisions in effect.

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. However, if you have requested the mover provide more services than those included in the estimate, the mover may demand full payment for those added services at time of delivery. Such services might include destination charges often not known at origin (i.e., 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, or a cashier's check. The charges are due your mover at the time of delivery unless the mover agrees, before you move, to extend credit or to accept payment by charge card. 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 seven elements:

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

(2) Your mover must clearly indicate upon each binding estimate's face the estimate is binding upon you and your mover. Each binding estimate must also clearly indicate on its face 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 your mover believes you are tendering additional household goods or are requiring additional services not identified in the binding estimate, your mover may not honor the binding estimate. However, before loading your shipment, your mover must do one of the following four things:

(a) Reaffirm the binding estimate.

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

(c) Make a new agreement with you.

(d) Add an addendum to the contract, in writing, stating both of you 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 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 paragraph.

(6) If you add additional services at the destination and the services fail to appear on your mover's estimate, your mover may require full payment for these additional destination services at the time of delivery.

(7) Failure of your mover to relinquish possession of a shipment upon your offer to pay the binding estimate amount constitutes a 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

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

A non-binding estimate is not a bid or contract. It is provided by the mover 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 the mover's tariffs. Your mover is legally obligated to collect the charges shown in its tariffs, regardless of what your mover writes in its non-binding estimates. The charges contained in its tariffs are essentially the same for the same weight shipment moving the same distance. If you obtain differing non-binding estimates from different movers, you will be obligated to pay only the amount specified in your mover's tariff. Therefore, a non-binding estimate may have no effect on the amount you will have to pay.

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 relating 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 amount estimated is entered on each form when prepared by the mover.

When you are given a non-binding estimate, the mover cannot require you to pay more than the amount of the estimate, plus 10 percent, at the time of delivery. You will then have at least 30 days after delivery to pay any remaining charges.

If You Request The Mover To Provide More Services Than Those Included in The Estimate, The Mover May Demand Full Payment for Those Added Services at The Time of Delivery.

Other requirements of non-binding estimates include the following six 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 all final charges on shipments moved upon 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 addendum to the bill of lading.

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

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 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?

You may request delivery of your shipment at any time. If you pay your mover at least 110 percent of the approximate costs of a non-binding estimate on a collect-on-delivery shipment, your mover must relinquish possession of the shipment at the time of delivery. Your mover may specify its acceptable form of payment. Your mover's failure to relinquish possession of a shipment upon your 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 defer demand for the payment of the balance of any remaining charges for a period of 30 days following the date of delivery. After this 30-day period your mover may demand payment of the balance of any remaining charges.

Subpart E—Pick Up 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 dates for pick up 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 ten elements:

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

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

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

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

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

(a) The agreed pickup date and agreed delivery date of your move.

(b) The agreed period or periods of time of the entire move.

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

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

(8) For non-binding estimated charges, your mover's best 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.

(9) 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.

(10) 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.

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 for at least one year from the date your mover wrote the order.

Should I or my mover write up an inventory of the shipment?

Yes. You or your mover should prepare an inventory of your shipment before 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 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 the inventory lists every item in the shipment and the entries

regarding the condition of each item are correct. You have the right to note any disagreement. When your mover delivers the shipment, if an item is missing or damaged, your 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 will generally attach the complete inventory to the bill of lading as an addendum to 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 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 twelve 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) 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.

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

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

(7) The actual date of pickup.

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

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

(10) 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.

(11) The Surface Transportation Board's required released rates valuation statement, and the charges, if any, for optional valuation coverage.

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

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 upon 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 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 of time 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 upon 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 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 non-performance.

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 (i.e., a set number of cubic meters or yards), the weight of the shipment will also not affect the charges you will pay.

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

Most movers usually have a minimum weight or volume charge for transporting a shipment. Usually the minimum is the charge for transporting a shipment of at least 454 kilograms (1,000 pounds).

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 agreeing to transport the 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 instead of 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 one or more other shipments. 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—The mover is also permitted to determine the weight of your shipment at the destination after it delivers your load. The fact your mover weighs your shipment at the destination instead of the origin will not affect the accuracy of the weight of your shipment. *THE MOST IMPORTANT DIFFERENCE IS 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 refrain from adding 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 the trailer weighed separately at each weighing provided the length of the scale platform is adequate to accommodate and support the entire trailer at one time.

Your mover may use an alternative method to weigh your shipment if it weighs 454 kilograms or less (1,000 pounds 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 advise 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 you have 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 non-certified scale. You should demand your right to have a certified scale used. The use of a non-certified scale may cause you to pay a higher final bill for your move, if the non-certified scale does not accurately weigh your shipment. Remember, certified scales are inspected and approved for accuracy by a government inspection or licensing agency. Non-certified scales are not.

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 carrier 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.

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, the 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 16 and 20 kilograms (35 and 45 pounds) per article, it is unlikely a reweigh will prove beneficial to you and could result in you paying higher charges.

Experience has shown the average shipment of household goods will weigh about 18 kilograms (40 pounds) 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 20 kilograms or more (45 pounds or more).

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 pickup and 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 by telephone, telegram or in person, at your 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.

At the time of your mover's notification of delay, it must advise you of the dates or periods of time it may be able to pickup and/or deliver the shipment. Your mover must consider your needs in its advisement. If its notification of delay occurs before the pickup of the shipment, your mover must amend the order for service. If your mover's notification of delay occurs after it picked up your shipment, your mover or its agent must notify you of the delay.

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 of time 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 true copy of the notification to you by first class mail or in person.

Your mover must tender your shipment for delivery upon the agreed delivery date or within the period of time 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 providing 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 sue the mover. *The FHWA has no authority to order the 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 your mover delays service through its own fault before you agree with your 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 of time.

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 delivery date or the first day of the period of time 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 hold your household goods in storage-in-transit (SIT) and the storage period of time 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 when 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 mail.

If your mover holds your household goods in storage-in-transit for a period of time less than 10 days, within one day before the expiration date of the specified time when your goods are to be held in such storage, your mover must notify you 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. Your mover's failure or refusal to notify you will automatically effect a continuance of your mover's liability according to the applicable tariff provisions with respect to storage-in-transit, until the end of the day following the date when your mover actually gives you notice.

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 when it is moving your goods on a collect-on-delivery basis. This requirement is conditioned upon you supplying your mover with an address or telephone number where you will receive the communication. Your mover must make its notification by telephone, telegram, or in person.

You must receive its notification at least one full 24-hour day before your mover's 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 week days, if you agree.

(3) Maximum payment amounts at time of delivery of 110 percent of the estimated charges, if you agree.

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. You generally will sign each page of your mover's copy of the inventory.

Your mover must exclude on its delivery receipt or shipping document any language purporting to release or discharge your mover 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 any language purporting to release or discharge your mover or its agents from liability appears on the delivery receipt. 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 may specify the form of payment acceptable to it (e.g., a certified check).

On a non-binding estimate, the maximum amount is 110 percent of the approximate costs. Your mover may specify the form of payment acceptable to it (e.g., 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. At the time you make the arrangements for your move, you should ask the mover about its policies in this respect.

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

Movers customarily make every effort to not lose, damage, or destroy 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 must require you to pay any specific valuation charge due. 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.

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 accessorial 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 disregard this paragraph if loss or destruction was due to an act or omission by you. For example, you fail to disclose to your mover 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 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?

No, this subpart does not apply to most shipments. Most movers perform C.O.D. service subject to the 110 percent rule for non-binding estimates. Read and understand this subpart only if your mover is not providing this type of C.O.D. service subject to the 110 percent rule for non-binding estimates.

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

At the time for payment of transportation charges, the mover is required to 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 per unit for each service, 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 customarily provide in tariffs the freight charges must be paid in cash, by certified check, or by a cashier's check. When this requirement exists, the mover will not accept personal checks. At the time you make arrangements for 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 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.

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 110 percent of a non-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 will be notified and a refund made. If an undercharge occurred, you will 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, from the date your mover received the shipment. This time 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, measured from the date the shipment was delivered at your destination. This time 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 its time of billing, your mover must present its freight bill for payment within seven days following the day when sufficient information becomes available. This time period excludes Saturdays, Sundays, and Federal holidays.

Your mover must refrain from extending more 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 the 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 when the mails (U.S. mail, e-mail) are used to transmit them.

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 the 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 seven days, measured from the date the shipment was delivered at your destination. This time 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 seven days (excluding 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 7-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.

(3) A provision 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 conditions 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 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 have nine months following either the date of delivery, or the date when the shipment should have been delivered, to file a claim. You should file a claim as soon as possible. If you fail to file a claim within 120 days following delivery and later bring a legal action against the mover to recover the damages, you may not be able to recover your attorney fees even though you win the court action.

While the Federal Government maintains regulations governing the processing of loss and damage claims, 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. In this connection, you may obtain the name and address of the mover's agent for service of legal process in your state by contacting the Federal Highway Administration.

In addition, your mover must participate in an Arbitration Program. The program, described earlier in this pamphlet, provides you with 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. If the mover does not provide you with information about its arbitration program before you move, ask the mover for the details of the program.

Subpart I—Reports My Mover Files With the FHWA

What is an annual arbitration report?

A report describing the results of all arbitrations requested and concluded in the previous calendar year.

Who must file an annual arbitration report?

If your mover picks up or delivers shipments for individual shippers (like you) during any calendar year, your mover must file an annual arbitration report.

Where and when does my mover file an annual arbitration report?

Your mover must file an annual arbitration report with the Federal Highway Administration in Washington, D.C. by March 31 each year.

What is included in my mover's annual arbitration report?

Your mover must include in its annual arbitration report the following nine things:

(1) The total number of shipments transported for the calendar year covered by the report.

(2) The total number of claims in excess of $1000.

(3) The total number of claims of $1000 or less.

(4) The number of requests for arbitration on claims of $1000 or less.

(5) The results of those arbitrations (listing claim amount and disposition).

(6) The number of requests for arbitration on claims in excess of $1000.

(7) The number of requests for arbitration on claims in excess of $1000 your mover accepted.

(8) The results of the arbitrations your mover accepted and reported listing claim amount and disposition.

(9) An oath, completed by your mover. The oath must be signed by a company officer of your mover.

How may I get a copy of my mover's annual arbitration report?

Ask your mover for a copy of its report or write to the following address: Licensing and Insurance Division (HIA–30), Office of Motor Carrier Information Analysis, Federal Highway Administration, 400 Virginia Avenue, SW., Suite 600, Washington, D.C. 20024.

Subpart J—Resolving Disputes With My Mover

What may I do to resolve disputes with my mover?

The Federal Highway Administration does not help you settle your dispute with your mover.

Generally, you must resolve your own 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.

Your mover is required to offer you arbitration to settle your disputes with it. Otherwise, you have the right to take your mover to court.

The Federal Highway Administration does not have the resources to seek a court injunction on your behalf to obtain your household goods if your mover is holding your goods ''hostage.''

Subpart K—What Else Should I Know

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.

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 often exceed the estimate.
4. You should specify pickup and delivery dates in the *order for service*.
5. The *bill of lading* is your contract with the mover * * *. READ IT CAREFULLY * * *. If you have any questions ask your mover.
6. Be sure you understand the extent of your mover's liability for loss and damage.
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 have moved on a non-binding estimate, you should have enough cash, a certified check, or a cashier's check to pay the estimated cost of your move plus 10 percent more, at the time of delivery.
10. Unresolved claims for loss or damage may be submitted to arbitration; ask your mover for details.

PART 377—[AMENDED]

2. The authority citation for part 377 continues to read as follows:

Authority: 49 U.S.C. 13101, 13301, 13701–13702, 13706, 13707, and 14101; 49 CFR 1.48.

§ 377.215 [Amended]

3. Section 377.215 is removed and reserved.

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