

TARIFF 15-B

DRAFT FOR COMMENT

PROPOSED LANGUAGE WITH STRIKEOUTS

**PROPOSED LANGUAGE
APPLICATION OF TARIFF
Tariff Item 05**

**Proposed language with strike-outs
Item 05 - Application of Tariff**

1. This tariff applies to the transportation of Household Goods.
2. Every household goods carrier must develop, establish and maintain policies, processes and procedures that ensure it complies with all rates, charges, terms, conditions and directions contained in this tariff.

**PROPOSED LANGUAGE
PICK-UP AND DELIVERY
Tariff Items 15, 25, 35, 40, 45, 145**

Proposed language with strike-outs

Item 15 - Refusal to Provide Service, Pickup Shipment or Deliver Shipment

1. A carrier may refuse to provide service, to pick up or to deliver a shipment, if in the carrier's judgment any of the following conditions exist and the carrier or customer has not made arrangements as described in (2), below:

a. The move will cause the carrier to provide service it is not authorized to provide.

b. The customer does not provide adequate information necessary to establish his or her identity.

c. The customer uses a false name with the intent to deceive the carrier.

d. The condition of the roads, streets, driveways, alleys, or loading or unloading facilities is unsafe or inaccessible.

e. Conditions such as civil or labor disturbances make pickup or delivery unsafe or unreasonable.

f. The shipment is dangerous, contaminated, infested or has been improperly packed.

g. The carrier does not have suitable equipment.

2. A carrier may provide service when any of the conditions described in (1) exist if the customer requests, and the carrier agrees, to provide smaller equipment or additional labor to move the shipment between the point of origin or the point of destination and the carriers' vehicle. In this case, the carrier may charge the customer an extra cost, as long as the carrier discloses the charges in advance by use of an binding, nonbinding or supplemental estimate.

Item 25 - Delivery to or From a Warehouse

Pickup from or delivery to a warehouse, other than the carrier's own warehouse, includes pickup only from a door, platform, or point convenient and accessible to the carrier's vehicle. If the carrier is required to provide service at any other location, additional charges may apply for long-carry, stairs or elevators, as described in Item 55 of this tariff.

Item 35 - Delivery Time and Means

1. A carrier will attempt to deliver a shipment during normal business hours, but is not required to guarantee delivery at a specific hour.

2. Unless specific arrangements have been authorized by the customer on the bill of lading, the carrier is not required to transport the customer's goods by any particular means or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. In cases of unforeseen circumstances which prevent the carrier from

completing delivery, the carrier has the right to forward the customer's property by another carrier.

3. Carriers may not delay delivery of mileage-rated shipments weighing 5,000 pounds or more for availability of equipment or consolidation with other shipments.

4. Carriers may not delay delivery of mileage-rated shipments weighing less than 5,000 pounds if the customer agrees to pay a minimum charge based on up to 5,000 pounds.

5. Carriers may delay delivery of mileage-rated shipments weighing less than 5,000 pounds for availability of equipment or consolidation with other shipments.

(a) Carriers may not charge the customer for storage, storage valuation, handling in or out, or storage-in-transit charges for the time a shipment is held.

(b) Unless the carrier and the customer have agreed to a delivery date, carriers must deliver a delayed shipment within 15 calendar days of accepting it.

Item 45 - Storage When Delivery Cannot Be Made

1. A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because:
 - a. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier.
 - b. The customer refused or was unable to accept delivery.
 - c. For a shipment moving on a non-binding estimate, the customer was unable or refused to pay up to 110% of the amount of the original estimate plus supplements.
2. The carrier's liability as a common carrier ends with delivery to the warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
3. The carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address and telephone number of the warehouse where the shipment was stored.

Item XX – Disposition of Unclaimed Goods

If the customer does not receive or claim the shipment within 15 days after the carrier mailed the written notice required in Item 45(3), the shipment becomes the property of the carrier to dispose of as it wishes.

**PROPOSED LANGUAGE
DEFINITIONS – TARIFF
Tariff Item 20**

Proposed language with strike-outs

Item 20 -- Definitions

Accessorial Services: Any service provided by a household goods carrier that supplements, or is secondary to, the transportation of household goods. Examples include packing, unpacking, wrapping or protecting portions of the shipment or providing special equipment or services such as hoisting.

Article or Item: One unit of property, whether in a single piece (set up) or taken apart (knocked down) into its component parts. For example, a table and legs that have been removed is still considered a single article.

An article or item does not mean a "set" or all the articles in one container. For examples, each individual chair of a matching set of dining chairs is considered an article or item. In a box containing a set of encyclopedias, each encyclopedia is considered an article.

Bill of Lading: A shipping document issued by the household goods carrier, signed by both the customer and the carrier , that reflects the cost and components of a move.

Consignee: The person accepting the goods at the delivery.

Constructive Weight: A weight based on a formula of seven pounds per cubic foot of properly loaded van space occupied by the customer's goods.

Customer: A person or entity that hires a household goods carrier.

Declared Value: The dollar amount the customer states on the bill of lading as the value of the goods being shipped.

Depreciated Value: The replacement cost of shipped goods minus depreciation.

Flat Travel Time: A fixed amount of time from the carrier's terminal to the origin and from the destination back to the carrier's terminal on an hourly-rated move.

Flight of Stairs: The stairs leading from one complete floor to the next complete floor or story of a building, or a set of at least 8 but not more than 20 steps outside a building (less than 8 steps is not considered a flight).

Gross Weight: The weight of the shipment, including the tare weight of the vehicle, customer's goods, all packing containers, moving equipment such as dollies and all packing materials.

Hourly-Rated Shipment: Shipments transported 35 miles or less.

Household Goods: The personal effects and property used, or to be used, in a residence when it is a part of the equipment or supply of such residence. Transportation of the goods must be arranged and paid for by the customer or by another individual on behalf of the customer. Not included in this definition are:

- Retail store delivery - transportation between a retail business and a residence.
- Pack and load - services by companies that pack a customer's household goods and load them onto a truck, but do not provide transportation service.
- Containerized freight - transportation of customer packed and sealed self-storage containers when no accessorial services are provided by a motor carrier in connection with transporting the container.

Interruption: A situation causing a stoppage of service that is in the control of the carrier and not in the control of the shipper. Examples include coffee breaks, lunch breaks, breakdown of equipment and other similar occurrences.

Loaded Distance: The distance between the loading point (origin) of the shipment and the unloading point (destination).

Long Carry: Exists when the mover must carry household goods for a distance in excess of 75 feet between the vehicle and the door of the residence, including multi-family housing.

Mileage-Rated Shipments: Shipments transported 35 miles or more.

Net Weight: The weight of the goods shipped by the customer, determined by subtracting the tare weight of the vehicle from the gross weight.

Packing: The accessorial service of protecting any portion of a shipment by placing it in boxes, cartons, crates, dish packs, suitcases, trunks or other protective containers.

Regular Time: Monday through Friday between 8:00 a.m. and 5:00 p.m.

Replacement: Providing as good as, or equal in value to, a lost or damaged article.

Released valuation: The stated value of articles tendered by the customer to the carrier.

Stops In Transit: A service where the carrier loads, unloads or both loads and unloads portions of the customer's household goods at more than one site.

Storage-in-Transit: Temporary warehouse storage (90 days or less) of a shipment pending further transportation.

Story: Inside a building, a story means the stairs leading from one complete floor to the next complete floor or story. Outside a building, a story means a set of at least 8 but not more than 20 steps (less than 8 steps is not considered a story).

Tare Weight: The weight of an empty motor vehicle obtained when all of the following exists:

- (a) The vehicle's fuel tank is full.
- (b) All pads, chains, dollies, hand trucks, and other equipment needed in the transportation of the shipment are on board the vehicle.
- (c) The crew is not on board the vehicle.

Third Party: A person or entity other than the carrier who provides services requested by the customer through an arrangement with the carrier.

Unpacking: The accessorial service of removing contents from boxes, cartons, crates, dish packs, suitcases, trunks or other protective containers.

Valuation or Valuation Protection: The level of protection the customer selects to protect his or her household goods against loss or damage.

Vehicle: Any motor truck, tractor or other self-propelled vehicle, any trailer, semi-trailer or any combination of such vehicles moving as a single unit.

Weight Value: Weight value means each of the following:

1. For mileage-rated moves, the weight determined by multiplying a dollar amount specified in a valuation option times the net weight of the shipment.
2. For hourly-rated moves, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.
3. For moves under a non-binding estimate, the weight determined by multiplying a dollar value amount specified in a valuation option times the constructive weight of the shipment.

**PROPOSED LANGUAGE
FRACTIONS
Tariff 15-B Item 50**

Proposed language with strike-outs

PROPOSED LANGUAGE
OTHER RATES AND CHARGES
Tariff 15-B Items 55, 62, 70, 125, 130, 140, 155, 160, 165, 170, 175, 185, 195, 195A,
215, 225, 235

Proposed language with strike-outs

Item 55 - Other Rates and Charges

(1) Carriers may establish rates to provide services or products, at a customer's request, when there is no rate or charge listed in the tariff. Carriers may charge a customer for these services or products, but are not required to do so.

(2) If a carrier decides to charge for the service or product, the carrier must list these charges on the customer's written estimate prior to the move. If the customer requests these services or products while the move is in process, the carrier must provide the customer a written supplemental estimate before the customer incurs the charge and obtain the customer's signature approved the agreed-upon cost. These services or products include, but are not limited to:

- a. Household goods packing or unpacking.
- b. Appliance removal or installation.
- c. Boxes, cartons or other containers in which to pack household goods.
- d. Tape, paper or other products used to pack, unpack or move household goods.
- e. Ferry or toll road charges.
- f. Waiting time, where the carrier must wait at the destination for the arrival of the customer.
- g. Overtime, as defined in Tariff Item 50.
- h. Deliver carrier's staff to pack, load, unpack or unload in a number that exceeds that which will safety fit in the moving van or truck.
- i. Moving items up or down stairs or by elevator.
- j. Items which, because of size or shape, require additional special handling or take up a disproportionate amount of space in a carrier's vehicle. Examples of these type of items include airplanes, automobiles, all-terrain vehicles, motorcycles, boats, recreational vehicles, golf carts, tractors or trailers of any kind, satellite dishes, utility or other type of shed, pianos, organs, large-screen televisions and large doll houses.
- k. Customer-requested exclusive use of a vehicle.
- l. Customer-requested stops during the move in addition to the origin and destination.

**PROPOSED LANGUAGE
CUSTOMER-PACKED GOODS
Tariff Item 65**

**Proposed language with strike-outs
Item 65 - Customer-Packed Goods**

1. Customers must carefully pack, cover and wrap all breakable or fragile items.
Customers must clearly mark the package as "breakable" or "fragile."
 - 2. If a carrier finds that an article has not been properly packed by the customer, the carrier must notify the customer of the improper packaging. The customer may choose to repack the article or have the carrier repack the article. The customer may have to pay additional charges for packing service.
3. If the carrier is not able to contact the customer, the carrier will repack the article and charge the customer for the service.
 - (a) The carrier must document the methods used to contact the customer, to include at least all of the following:
 - Date attempt was made.
 - Time attempt was made.
 - Method used to attempt contact (telephone, fax, personal visit, etc.).
 - Telephone or fax number called.
 - Name and title of person making attempt to contact customer.
 - (b) The carrier must retain the documentation with the copy of the bill of lading retained in the carrier's office. In addition, the carrier must attach a copy of the documentation to the copy of the bill of lading given to the customer.
5. A carrier may open and inspect any customer-packed article if the carrier believes it is necessary to determine the actual contents.

**PROPOSED LANGUAGE
CLAIMS
Item 75**

**Proposed Language with strike-outs
Item 75 – Claims**

PROPOSED LANGUAGE
PAYMENT OF CHARGES, CREDIT AND COLLECTIONS
Items 80, 150 and 210

Proposed Language with strike-outs
Tariff Item 80

1. In advance of the move, the carrier must specify the method of payment on the estimate and any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans. The carrier must include the acceptable method of payment on the estimate and bill of lading. Once specified, the carrier may not require a different payment method. Carriers may accept or require prepayment in part or in full, cash, personal check, cashier's check or money order, credit card, debit card, electronic fund transfers or its own credit plan.
2. A carrier may not charge any amount above a binding estimate.
3. A carrier may only charge an additional 25% above a nonbinding estimate plus any supplemental estimates.
4. Unless credit arrangements are made or the move is paid in advance,, payment for the move is due upon delivery. If the total due upon delivery exceeds the original estimate, the carrier must release the shipment to the customer when the customer pays either:
 - a. The full amount of the original binding estimate and supplemental estimates.
 - b. 110% of the original nonbinding estimate including supplemental estimates.
5. Carriers must allow customers 30 days from the date of delivery to pay amounts in excess of the 110% described in (4)(b) above.
6. If the customer fails to pay the rates and charges described in (4), above, the carrier may hold the shipment in secure storage until the customer pays the amount due. The carrier's liability ends with delivery to the storage facility. The shipment becomes subject to the storage facility's liability, terms and conditions. The cost of storage will be charged to the customer at the rates established by the storage facility.

**PROPOSED LANGUAGE
ESTIMATES
Tariff Item 85**

**Proposed Language with strike-outs
Tariff Item 85**

1. Carriers must give customers a copy of the customer information required in WAC 480-15-620 at the same time they provide an estimate.
2. Carriers must include the following elements in all binding and nonbinding estimates, even if those estimates are completed by the customer in electronic or hard-copy format:
 - a. Carrier's name, address, phone number, fax number (if any), and e-mail address (if any).
 - b. Whether the estimate is binding or nonbinding.
 - c. Customer's name, phone number and address.
 - d. Customer contact person, if other than customer.
 - a. Origin, destination and any intermediate stops for the shipment.
 - b. An inventory of the items upon which the estimate is based and the estimated cubic footage for each item.
 - c. For mileage-rate shipments, the estimated total weight of the shipment and an explanation of the formula used. The formula may not be based on less than seven pounds per cubic foot.
 - d. For hourly-rated shipments, the number of carrier personnel and vehicles that will be used, the number of hours each will be involved in the move and associated rates and charges.
 - e. For mileage-rated shipments, the mileage between the origin, destination and intermediate stops and associated rates and charges.
 - f. Overtime hours and charges.
 - g. Third-party or accessorial services to be provided and associated charges.
 - h. Charges for loss or damage protection coverage (valuation).
 - i. Storage to be provided and associated charges.
 - j. Charges for packing, unpacking, and packing containers.
 - k. For binding estimates, a statement that the estimate is a guarantee of the cost of the move and the carrier will not charge above the estimated charges without preparing a supplemental estimate.
 - l. For nonbinding estimates, the following information:
 - (i) The estimate is not binding.
 - (ii) The cost of the move may exceed the estimate.
 - (iii) The customer will be required to pay up to 110% of the estimate upon delivery and must pay the balance within 30 days of delivery.
 - (iv) The customer is not required to pay more than 125% of the estimate regardless of the total cost unless the carrier issues and the customer accepts a supplemental estimate.
 - m. Signatures of the carrier personnel completing the form and the customer and the dates each signed.

2. A supplemental estimate must include:
 - (a) Carrier's name, address and phone number.
 - (b) Customer's name, address and phone number.
 - (c) Origin, destination and any intermediate stops for the shipment.
 - (d) Customer contact person for the supplemental estimate, if other than the customer.
 - (e) A complete description of the services or products added by the supplemental estimate and associated charges. Each service or product and charge must be listed separately.
 - (f) Signatures of the carrier personnel completing the form and the customer and the dates each signed.

3. Estimates for moves completed by the carrier must be filed with the bill of lading and retained for the same length of time as required by the bill of lading. Estimates for moves not completed must be retained for 90 days after the date of the proposed move.

**PROPOSED LANGUAGE
CARRIER AND CUSTOMER LIABILITY
Tariff Items 10, 30, 60, 90**

Proposed language with strike-outs

Item 90 - Carrier Liability for Household Goods and Customer Valuation Options

1. The carrier is liable for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in storage-in-transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The amount of liability a carrier must assume depends on the level of valuation protection selected by the customer, as indicated on the bill of lading.
2. The carrier's liability for loss and damage is directly to the customer, regardless of any cargo insurance policies the company may have.
3. The carrier is not liable for the loss of or damage to any article from external cause while being carried or held in storage-in-transit, for the following circumstances:
 - a. Breakage, when items are packed by the customer or the customer's representative unless it can be proven that the breakage resulted from negligence by the mover in handling the articles.
 - b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
 - c. Loss or damage from insects, moths or vermin.
 - d. Loss or damage to documents, bank bills, notes, currency, money, postage stamps, letters or valuable papers of any kind.
 - e. Loss or damage to jewelry, watches, precious stones or precious metals.
 - f. An act, omission or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
 - g. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
 - h. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.

- i. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
 - j. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.

4. The amount of liability a carrier must assume depends on the level of valuation protection selected by the customer and the customer-declared value, as indicated on the bill of lading. Before providing service, carriers must require customers to state in writing on the bill of lading either the declared value of the shipment in cents per pound or a lump sum value for the entire shipment. If the carrier fails to obtain the customer's declared value, the value will be based on the net weight or constructive weight of the shipment.
 - For distance moves, the weight of the shipment is determined by recording the net weight.
 - For hourly-rated moves, the weight of the shipment is determined by recording the constructive weight. Constructive weight is calculated by multiplying seven pounds times each cubic foot of space used in the moving vehicle.

5. The customer may choose from four valuation options to determine the liability the carrier must assume for loss or damage. Each option has a different cost to the customer and represents a different level of carrier responsibility. The customer has the following valuation protection options and must, on the face of the bill of lading, select one of the options. The carrier must not load the customer's goods until the customer selects an option and makes the appropriate notation on the bill of lading.
 - (a) Option 1 - Basic Value Protection. This is the most economical protection option available to a customer and is the minimum level of responsibility a carrier must assume for a household goods shipment. This option provides coverage at \$0.60 per pound per item. In case of loss or damage, the liability is \$0.60 times the net weight of the lost or damaged goods. In the event of a loss or damage to one of a matched pair or set or items, the carrier's maximum liability will be limited to the damage or loss of only the individual item

The customer incurs no additional cost for this level of coverage.
 - (b) Option 2 - Depreciated Value Protection. This option provides full value coverage, less depreciation, up to a maximum carrier liability of \$2 times the net weight of the total shipment. Carriers must use an industry-recognized depreciation schedule and have a copy of that schedule available for inspection by customers or commission staff. If the carrier fails to obtain the customer's preferred level of valuation protection on the

bill of lading, the carrier incurs liability at the depreciated value protection level. In the case of loss or damage, the carrier must either repair the damaged goods to the customer's satisfaction or reimburse the customer for replacement value, less depreciation, for the lost or damaged goods. In the event of a loss or damage to one of a matched pair or set or items, the carrier's maximum liability will be limited to the damage or loss of only the individual item.

If the carrier decides to reimburse for or replace a lost or damaged item, the carrier may claim the lost or damaged item as its property.

The cost to the customer for depreciated value protection is calculated by:

- (i) Multiplying the net weight of the shipment by \$2.
- (ii) Rounding to the nearest increment of \$100.
- (iii) Charging the customer a minimum of \$0.55 and a maximum of \$0.92 for every \$100 as calculated in (ii), above.

- (c) **Option 3 - Replacement Cost Coverage with Deductible.** This option provides full value coverage less a \$300 deductible to the customer and a maximum carrier liability up to the declared value or \$3.50 times the net weight of the shipment, whichever is greater.

In the case of loss or damage the carrier must repair the damaged goods to the customer's satisfaction, reimburse the customer or replace the damaged goods for any amount above the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual item.

For example, if the value of three lost items equals a replacement cost of \$500, the carrier would be liable for \$200 (\$500 less \$300 deductible).

In the event of a loss or damage to one of a matched pair or set or items, the carrier's maximum liability will be limited to the damage or loss of only the individual item, subject to declared value limitations. If the carrier decides to reimburse for or replace a lost or damaged item, the carrier may claim the lost or damaged item as its property.

The basis for valuation of the following items will revert to depreciated or fair market value, even if the customer selects Option 3. The carrier must list these items separately on an inventory that accompanies the bill of lading.

- Any item which inherently cannot be replaced with new items such as antiques, fine art, paintings and statuary.
- Items that age or history contribute substantially to their value such as memorabilia, souvenirs and collectors items.

The cost to the customer for replacement cost coverage, with deductible protection is calculated by:

- (i) Multiplying the net weight of the shipment by \$3.50; rounding to the nearest increment of \$100.
- (ii) Obtaining the customer's declared value of the shipment.
- (iii) Determining the greater of (i) or (ii), above.
- (iv) Charging the customer a minimum of \$0.47 and a maximum of \$0.78 for every \$100 as calculated in (iii), above.

- (d) Option 4 - Replacement Cost Coverage with no deductible. This option provides full value replacement coverage for the customer and a maximum carrier liability up to the declared value or \$3.50 times the net weight of the shipment, whichever is greater.

In the case of loss or damage the carrier will either repair, to the customer's satisfaction, reimburse, or replace the lost or damaged item.

In the event of a loss or damage to one of a matched pair or set of items, the carrier's maximum liability will be limited to the damage or loss of only the individual item, subject to declared value limitations.

If the carrier decides to reimburse for or replace a lost or damaged item, the carrier may claim the lost or damaged item as its property.

The cost to the customer for replacement cost coverage, with no deductible, protection is calculated by:

- (i) Multiplying the net weight of the shipment by \$3.50
- (ii) Rounding to the nearest increment of \$100.
- (iii) Charging the customer a minimum of \$0.66 and a maximum of \$1.12 for every \$100 as calculated in (ii), above.

The basis for valuation of the following items will revert to depreciated or fair market value, even if the customer selects Option 3. The carrier must list these items separately on an inventory that accompanies the bill of lading.

- Any item which inherently cannot be replaced with new items such as antiques, fine art, paintings and statuary.
- Items that age or history contribute substantially to their value such as memorabilia, souvenirs and collectors items.

- 6. Carriers must provide liability coverage for goods in Storage-in-Transit (SIT). Fees for coverage must be charged to the customer for each 30 day period or portion of 30 day period the goods remain in storage. Fees are based on a percentage of the amount paid for transportation valuation as follows:
 - (i) For Option 1, no fees may be charged.

- (ii) For Options 2, 3, or 4, fees are set at a minimum of 7.2% of the transportation valuation and a maximum of 12%.

Item 10 - Customer Liability and Responsibility

1. Customers may include the following items in a shipment; however, the carrier is not responsible for the condition or safe delivery:
- Coins, currency, deeds, notes, postage stamps, letters, packets of letters, drafts or valuable papers of any kind.
 - Jewelry, precious stones, precious metals or items manufactured from precious metals.
 - Items of extraordinary value.
 - Items requiring temperature control.
 - Household pets.
 - Live plants.
 - Perishable items.
 - Furniture or other items made of pressboard, particle board or similar pressed material.
2. The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier.
3. The customer assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.
4. The customer is responsible for any additional insurance he/she wishes to purchase.

~~**Item 30 – Carrier liability – Unattended pickup or delivery**~~

~~The customer assumes all liability for goods left unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or delivery property at a location that will be unattended.~~

~~**Item 60 – Insurance**~~

~~The carrier will not assume the cost of any insurance obtained for the customer.~~

Item XX – Items Not Accepted

Carriers will not accept the following items for shipment:

1. Explosives.
2. Dangerous goods.
3. Property liable to damage carrier equipment or other property.

**PROPOSED LANGUAGE
BILL OF LADING
Tariff Item 95**

**Proposed Language with strike-outs
Tariff Item 95**

1. Carriers must issue a bill of lading for each shipment of household goods transported and must maintain a copy of each bill of lading on file for three years. Both the carrier and the customer must sign and date the bill of lading. The bill of lading must include, at a minimum, all information described below.
 - a. The name, permit number, address, and telephone number of the household goods carrier and the fax, website, and e-mail address, if any.
 - b. The name and telephone number of the customer.
 - c. The name and telephone number of the consignee, if different than the customer.
 - d. The exact address of the origin of the move.
 - e. The exact address of the destination of the move.
 - f. The exact address of any additional pickup points or stops to partially load or unload.
 - h. A separate section of the form that includes a declaration of the length of time and location the customer wishes property to be stored. For example:
 - i. Storage in transit (storage for 90 days or less).
 - ii. Permanent storage (storage for more than 90 days).
 - iii. Storage in the carrier's vehicle.
 - iv. Customer-provided storage.
 - i. A separate section of the form that indicates whether the associated estimate is binding or nonbinding.
 - j. A statement that the carrier must release the shipment to a customer upon payment of no more than 110% of the estimated charges when the carrier uses a nonbinding estimate.
 - k. A statement that the carrier will extend credit for at least 30 days in which the customer must pay the remainder due. The carrier may establish its own credit policy, but it must allow at least 30 days and must disclose its policy to the customer on the bill of lading. The carrier may not require the customer to pay more than 125 percent of the estimate plus supplemental estimates.
 - l. A section where the customer must select, by signing his or her initials, the type of loss and damage protection (valuation) for the shipment. This section must read as follows:

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one of the following options:

_____ **Basic value protection.** I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

_____ **Depreciated value protection.** I release this shipment to a value of \$2 per pound times the net weight of the total shipment, at a cost of \$_____. This

means I will be paid \$2 per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

I declare a lump sum total dollar valuation on this entire shipment of:

\$_____ and select the following option:

_____ **Replacement cost coverage with deductible** which includes a \$300 deductible paid by me. This option will cost \$_____.

The value I declare must be at least \$3.50 times the net weight of the shipment.

_____ **Replacement cost coverage with no deductible**, at a cost of \$_____. The value I declare must be at least \$3.50 times the net weight of the shipment.

m. If the shipment will be calculated using mileage rates, include:

(i) The mileage of the move.

(ii) The net weight of the shipment, either by constructive or actual weight as evidenced by documentation of the constructive weight calculation or the actual weight ticket.

n. If the shipment will be calculated using hourly rates, include the time the vehicle leaves the carrier's terminal and the time it returns to the terminal or when the carrier was released to go to another customer and the start, stop and any interruption time for each employee involved in the move.

o. The amount and type of every charge assessed as a separate line item. Each charge must be fully described in sufficient detail to determine if proper rates were charged according to the tariff or, where no tariff charges exist, in sufficient detail to determine the exact nature, number, and type of charges.

p. The forms of payment the carrier will accept.

q. A statement that includes the following information: The customer must pay all legal charges on the bill of lading. If the carrier is required to refer the collection of charges due to an attorney, the customer agrees to pay reasonable attorneys fees and collection costs. If the unpaid charges are referred to a court for resolution, the non-prevailing party shall be responsible for payment of reasonable attorney fees and court costs. The customer shall indemnify the carrier against loss or damage caused by inclusion of explosives, dangerous articles, or dangerous goods in the shipment.

**PROPOSED LANGUAGE
STORAGE
Tariff Items 100 and 101**

Proposed language with strike-outs

ITEM 100 -- STORAGE

Customers may choose to either provide their own storage or store items with the carrier or the carrier's agent.

- 1. Customer-provided storage.** If the customer rents, leases or otherwise provides a storage unit independent of the carrier and requests the carrier deliver the goods to the customer-provided storage unit, the carrier's liability ends at the delivery. The storage unit becomes the final destination.
- 2. Storage provided by the carrier or the carrier's agent.** The customer may choose from the following storage options provided by the carrier or the carrier's agent. The requirements below apply only to storage provided by the carrier or the carrier's agent.

Storage-in-transit (SIT) is temporary warehouse storage of a shipment for 90 days or less pending further transportation. Property may be placed into SIT one or more times but may not exceed a total of 90 days. This temporary storage may be in either a warehouse owned by the carrier or in a warehouse the carrier has chosen as its agent. Liability for the shipment while in storage-in-transit is the responsibility of the carrier. A move that contains SIT is one continuous move from origin to SIT to the final destination.

Permanent storage is warehouse storage of a shipment for longer than 90 days. The final destination of the move is the warehouse. The carrier's liability for the shipment ends upon delivery to the warehouse. Liability for the shipment while in permanent storage is the responsibility of the warehouse.

Storage-in-vehicle (SIV) - For information related to temporary storage-in-vehicle refer to Item 101.

- A. Customer choice of storage.** The carrier must ensure that the customer specifically chooses Storage-In-Transit (SIT) or Permanent Storage service by signing or initialing on the bill of lading. The customer is responsible for the added charges for storage service, warehouse handling and final delivery of the shipment.
- B. Inventory required.** Both the carrier and warehouse must maintain an inventory on any shipment placed in storage. The records must show all of the following:

- i. An itemized list of the items in the shipment and the number on the bill of lading used for the shipment.
- ii. The origin and destination points of the shipment.
- iii. The condition of each article when it was received by the carrier and unloaded at the warehouse.
- iv. The dates when all charges, advances, or payments were made or received.
- v. The dates the shipment was delivered into, and forwarded from, the warehouse.

3. Storage-In-Transit (SIT)

A. Charges due when a shipment is placed into SIT: On the date a shipment is placed into SIT the carrier may bill the customer for all of the following:

- i. The proper tariff charges for transporting the shipment from the origin to the warehouse.
- ii. The storage charges for the first 30-day period.
- iii. Charges for any additional services such as packing materials, overtime incurred or third-party services.
- iv. Warehouse handling-in charges as determined by the chart below.
- v. Charges for loss and damage protection (valuation).

B. Charges for SIT and warehouse handling charges must be listed by the carrier and agreed to by the customer on the written estimate.

C. Adding to, or removing a portion of, property from SIT: A customer may add to, or remove a portion of, the property in SIT. SIT charges for the balance of the SIT period will be based on the gross weight of goods remaining in storage. Charges for transportation furnished, if any, for the delivery of the remainder of the shipment will be based on the net weight remaining in SIT, or calculated at hourly rates if the destination is less than 35 miles from the storage facility.

D. Removing a portion of the property from SIT: A customer may remove a portion of the property from SIT if all charges for the shipment have been paid in full or the customer and carrier have negotiated payment arrangements. If the customer requests the carrier to deliver the portion of the property removed from SIT, the carrier will charge for delivery as if it were a separate shipment with the origin being the SIT warehouse.

No property may be removed from the carrier's or agent's warehouse until the customer pays all lawful charges or negotiates satisfactory payment arrangements.

E. Adding property to a SIT shipment: During the SIT period, the customer may add additional property to the property already in SIT. The following charges and rules will apply:

- i. If the carrier transports the additional property to SIT, charges will be

- calculated from origin to the warehouse by using proper tariff rates.
- ii. Warehouse handling-in charges as shown in the table below.
- iii. All subsequent charges, including SIT fees, will be based on the net weight of the combined

F. If the customer does not remove the shipment from SIT within 90 days:

- iv. The carrier's liability terminates at midnight on the 90th day.
- v. The warehouse is considered the final destination of the shipment.
- vi. The warehouse is considered to be the agent of the customer and the property becomes subject to the rules, regulations and charges of the warehouse.
- vii. The carrier must bill the customer for all charges accrued within the 90-day period.

G. Delivery from SIT requested, but not provided: If a customer notifies the carrier at least 15 days before the end of a 30-day SIT period that he/she wants his/her property delivered, but the carrier does not make the delivery by the end of that period, the carrier cannot charge any additional SIT or storage charges. All other SIT provisions will apply until the carrier can deliver the property.

H. Change in destination from that shown on the original bill of lading: The owner of the property in SIT may change the destination originally shown on the bill of lading by notifying the carrier. When the carrier receives the notice, the carrier will make a notation on the bill of lading indicating that the customer requested the change.

I. Rates and charges to be assessed if there is a rate increase while property is in SIT: Rates that were in effect on the date the shipment was loaded at the point of origin will remain in effect until delivery of the shipment at the point of destination.

J. Transferring property from SIT into permanent storage:

- i. The customer may at any time decide to transfer property from SIT to permanent storage by providing written notice to the carrier and the warehouse.
- ii. Once property is transferred to permanent storage, the warehouse is considered the destination of the shipment.
- iii. Within seven days of receiving notice that the customer wants its property moved into permanent storage, the carrier must provide a final bill for all SIT charges due.
- iv. The carrier's liability for the property ends when the property is transferred into permanent storage.

4. Permanent Storage

Liability for the property while in permanent storage is the responsibility of the warehouse. Loss and damage protection (valuation coverage) for the property must be purchased from the warehouse.

ITEM 101 - STORAGE-IN-VEHICLE

“Storage-in-vehicle”(SIV) is temporary storage of a shipment that remains on or in the carrier's vehicle (van or trailer) instead of being placed in a warehouse. This service is provided at carrier's convenience.

1. The customer may request, and the carrier may offer, SIV when:
 - A. The vehicle containing the customer's shipment will be parked in a safe, secured area at all times.
 - B. The vehicle will be securely locked at all times.
 - C. The vehicle used is in good repair, not subject to leakage, pilferage or entry by insects or vermin.
 - D. The carrier accepts responsibility for any loss or damage occurring while the shipment is in SIV. Reimbursement to be determined based on the valuation option selected by the customer on the bill of lading.
2. No handling-in or handling-out charges apply.
3. SIV charges cannot exceed the costs that would apply were the shipment placed into SIT. In determining what SIT charges would apply, carrier will use actual scale net weight of shipment (for mileage-rated shipments) or constructive weight of shipment (for hourly-rated shipments).
4. A notation must be made on the estimate and the bill of lading showing the customer agrees to SIV, and the rate agreed upon.

Notation must be substantially equal to:

"I certify that I have requested storage-in-vehicle for a period of ____ days at an agreed upon rate of \$_____ per day.

Signature of customer_____."

PROPOSED LANGUAGE
GENERAL APPLICATION OF RATES
Tariff Items 105, 110 and 205

Proposed language with strike-outs

Item 105 - General Application of Rates for Mileage-Rated Moves

1. Rates in this section apply to moves of more than 35 miles.
2. Rates include use of vehicle, equipment, and labor for the receiving and/or delivering household goods at ground level.
3. Rates do not include furnishing of containers, packing, unpacking, marking, storing, hoisting, extra stops, or any applicable fuel surcharges.
4. Rates do not include handling, loading or unloading articles weighing 1,000 pounds or more. These services are normally performed by the customer or the customer's representative. If performed by the carrier at the request of the customer, the charges for such services will be assessed in addition to transportation charges.
5. Rates in Section 2 are based on one-way miles.
6. Carriers must calculate mileage using the most current version of the Household Goods Carriers Bureau Mileage guide or other mileage calculation software, such as Rand McNally's Mile Maker, that results in the same mileage calculation as the Household Goods Carriers Bureau Mileage guide.
7. The minimum charge for any shipment will be calculated on a weight of seven pounds per cubic foot of properly loaded vehicle space used. Both the minimum charge weight and the actual weight must be shown on the bill of lading.
8. The charge for a smaller shipment must not exceed the charge for a larger shipment at the rate and minimum weight for the larger shipment. For example, a load of household goods is moved from City A to City B on which rates are:
 - For a minimum of 1,000 pounds, the rate is .2446 per pound shipped, so the calculation is 1,780 pounds times \$.2446 = \$435.39.
 - For a minimum of 2,000 pounds, the rate is \$.1918 per pound shipped, so the calculation is 2,000 pounds times \$19.18 = \$383.60.

A shipment weighing 1,780 pounds would be billed as if it weighed 2,000 pounds, because it is less expensive for the customer.

Item 205 - General Application of Rates for Hourly-Rated Moves

1. Rates in this section apply to moves of 35 miles or less.
2. Rates include use of vehicle, equipment, and labor for receiving and/or delivering household goods.
3. Other services performed in the course of hourly charged transportation shall be charged the hourly rate and not be assessed additional charges, except when other services require special equipment or materials.

**PROPOSED LANGUAGE
WEIGHT
Tariff Items 115, 180**

Proposed language with strike-outs

Item 115 - Weight of Shipment

1. Tariff rates and charges shall be computed on the net weight plus all additives of the shipment.
2. Carriers must calculate all tare and loaded weights by having the motor vehicle weighed by a certified weighmaster or on a certified scale.
3. Carriers must obtain a certified tare weight prior to loading the customer's goods.
4. Carriers must obtain a certified loaded weight at the point of origin or:
 - (a) If no certified scale is available at the point of origin, the carrier may obtain the loaded weight at the first certified scale located along the route of travel to the destination point or at the destination point.
 - (b) If no certified scale is available at the point of origin, at a point along the route to the destination, or at the destination point, the carrier may use the constructive weight of the shipment.
5. Carriers must maintain all weight tickets or documentation of the calculation of weight with the bill of lading.
6. The weight ticket or other documentation must include the name of the carrier and the name of the customer.
7. Carriers are responsible for obtaining the weight and providing that information to the customer upon request.

Item 180 - Reweighing

1. The customer may request the carrier reweigh the shipment before delivery.
2. The customer is responsible paying for the scale fees. The carrier must obtain a scale fee receipt. A copy of that receipt must be given to the customer and a copy must be attached to the records maintained by the carrier.
3. Before reweighing the shipment, the carrier must notify the customer of the cost of reweighing.

**PROPOSED LANGUAGE
OVERTIME
TARIFF ITEM 190, 220**

Proposed Language with Strike-outs

Item 50 - Overtime

1. Overtime charges apply only to packing, loading and unloading services.
2. Carriers are not required to charge for overtime.
3. Carriers may not charge overtime if the overtime was provided for the carrier's convenience because the carrier is unable to provide service on a date requested by the customer but is able to provide service during overtime hours.
4. If the carrier charges for overtime, overtime charges will apply in addition to all other applicable rates and charges.
5. The carrier may bill the customer overtime charges for services performed Monday through Friday, after 5:00 p.m. and before 8:00 a.m. or at any time on Saturdays, Sundays and state-recognized holidays.
6. The carrier may calculate its own overtime rate, but must provide the customer with a written estimate of the total overtime charges and get the customer's written consent before providing overtime service.

**PROPOSED LANGUAGE
MILEAGE RATES
Tariff Items 200 and 201**

**Proposed language with strike-outs
Item 200 - Mileage Rates**

Mileage rates apply only on shipments moving more than 35 miles.

Mileage rates are stated in an amount the carrier must apply to each pound of customer household goods shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent.

As an example, a shipment of 8,101 pounds transported 51 miles is calculated as follows:

$$8,101 \text{ pounds} \times .XX \text{ (maximum rates allowed per pound)} = \$XX$$
$$8,101 \text{ pounds} \times .XX \text{ (minimum rate allowed per pound)} = \$XX$$

The carrier must charge the customer between \$XX and \$XX.

3. Rates are based on loaded distance. Loaded distance is the distance between the loading point (origin) of the shipment and the unloading point (destination).

Refer to following pages for tables of mileage rates

((Note to reader: the rates in this draft are listed as “XX”. The final rates will be updated to reflect rates currently listed in the tariff for Western Washington, adjusted upward for the implicit price deflator referenced in WAC 480-15-490. Staff is still working on the rates at this time. Updated rates will apply to all going forward.))

Item 201 - Mileage Rates for shipments moving into storage-in-transit

1. These rates apply only on shipments moving into storage-in-transit, where the storage facility is located within 35 miles of the origin of the shipment.

2. Mileage rates are stated in an amount the carrier must apply to each pound of customer household goods shipped. To determine actual transportation charges, multiply the weight of the shipment in pounds times the rate and then round the answer to the nearest cent. As an example, a shipment of 1,101 pounds transported 26 miles is calculated as follows:

$$1,101 \text{ pounds} \times .XX \text{ (maximum rates allowed per pound)} = \$XX$$
$$1,101 \text{ pounds} \times .XX \text{ (minimum rate allowed per pound)} = \$XX$$

The carrier must charge the customer between \$XX and \$XX.

((Note to reader: the rates in this draft are listed as “XX”. The final rates will be updated to reflect rates currently listed in the tariff

for Western Washington, adjusted upward for the implicit price deflator referenced in WAC 480-15-490. Staff is still working on the rates at this time. Updated rates will apply to all going forward.))

Loaded Distance		MINIMUM WEIGHT IN POUNDS			
Over	but not over	500 pounds		1000 pounds	
		Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
0 miles	25 miles	\$XX	\$XX	\$XX	\$XX
25 miles	30 miles	\$XX	\$XX	\$XX	\$XX
30 miles	35 miles	\$XX	\$XX	\$XX	\$XX
Over	but not over	2000 pounds		4000 pounds	
		Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
0 miles	25 miles	\$XX	\$XX	\$XX	\$XX
25 miles	30 miles	\$XX	\$XX	\$XX	\$XX
30 miles	35 miles	\$XX	\$XX	\$XX	\$XX
Over	but not over	8000 pounds		12,000 pounds	
		Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
0 miles	25 miles	\$XX	\$XX	\$XX	\$XX
25 miles	30 miles	\$XX	\$XX	\$XX	\$XX
30 miles	35 miles	\$XX	\$XX	\$XX	\$XX
Over	but not over	16,000 pounds			
		Minimum Rate	Maximum Rate		
0 miles	25 miles	\$XX	\$XX		
25 miles	30 miles	\$XX	\$XX		
30 miles	35 miles	\$XX	\$XX		

**PROPOSED LANGUAGE
HOURLY RATES
Tariff Item 230**

Proposed language with strike-outs

Item 230 - Hourly Rates

1. Hourly rates apply during regular hours only. For other than regular hours, overtime charges will apply in addition to these hourly rates.
2. Time must be recorded to the nearest increment of 15 minutes. The carrier must require its employees to record breaks and interruptions. The customer must not be charged for breaks or interruptions.
3. The minimum charge for a shipment moving under hourly rates is one hour.
4. When transporting a single shipment, the carrier may bill the customer either:
 - a) The time beginning when the moving vehicle leaves the carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment, until the time the vehicle returns to the carrier's terminal or is dispatched to another job.
 - b) Flat travel time for the time from the carrier's terminal or other location of the vehicle (whichever is closest) to the origin of the shipment and the time from the shipment's destination to the carrier's terminal.
5. When two or more shipments are being transported on a single vehicle, the time charged to each customer must be the actual time spent conducting packing, loading, unloading and unpacking plus an equitable division of the total travel time.
6. Carriers will charge hourly-rated moves at the following rates:
((Note to reader: the rates in this draft are listed as "XX". The final rates will be updated to reflect rates currently listed in the tariff for Western Washington, adjusted upward for the implicit price deflator referenced in WAC 480-15-490. Staff is still working on the rates at this time. Updated rates will apply to all going forward.))
 - a. Charge for truck and driver:
 - i. For a move less than three hours in duration, a minimum of \$XX per hour and a maximum of \$XX per hour.
 - ii. For a move more than three hours in duration, a minimum of \$XX per hour and a maximum of \$XX per hour.
 - b. Additional charge for each additional worker:
 - iii. For a move less than three hours in duration, a minimum of \$ XX per hour and a maximum of \$XX per hour.
 - iv. For a move more than three hours in duration, a minimum of \$ XX per hour and a

maximum of XX per hour.

7. Carriers will charge the following minimum charges:

a. For service provided at the customer's request:

i. Monday through Friday, excluding state-recognized holidays, between 8:00 a.m. and 5:00 p.m., a minimum of one hour.

ii. Monday through Friday, before 8:00 a.m. and after 5:00 p.m. or on a Saturday, Sunday or state-recognized holiday, a minimum of four hours.

b. For service provided at the carrier's request, in all cases, a minimum of one hour.