

Agenda Date: September 27, 2012
Item Number: B7

Docket: TV-121197

Petitioner: Washington Movers Conference

Staff: Rayne Pearson, Compliance Investigator

Recommendation

Issue an order in Docket TV-121197 approving the Washington Movers Conference's proposed changes to Tariff 15-C, Item 95, and rejecting its proposed changes to Tariff 15-C, Item 85.

Background

On July 16, 2012, Jim Tutton, Executive Director of the Washington Movers Conference (WMC), filed with the commission a petition to revise certain portions of Tariff 15-C, Items 85 and 95. The petition referenced Mr. Tutton's letter of June 8, 2012, which was filed concurrently with staff's petition to revise Tariff 15-C, Item 85 to accommodate the use of electronic estimates in Docket TV-120835. Mr. Tutton's June 8 letter was filed in that docket as a comment, and staff considered his suggestions before making a recommendation that the commission reject the proposed revisions at the July 12, 2012, open meeting. Staff found that the proposed revisions to Item 95 were beyond the scope of staff's original petition.

In connection with this docket, the commission issued a Notice of Opportunity to Submit Written Comments on July 27, 2012. The Notice summarized WMC's petition as a request to "incorporate a language change to Item 85(2) regarding the use of electronic estimates, add a reference to a 'table of measurements' in Item 85(2)(g); and incorporate language changes to Item 95(4)(c), (4)(d) and (6) regarding required contract language on bills of lading. The first two proposals were previously considered by the commission at the July 12, 2012, open meeting." The commission received no comments during the comment period.

Discussion

Tariff 15-C, Item 85: While evaluating changes to Tariff 15-C, Item 85 in relation to Docket TV-120835, staff considered Mr. Tutton's comments in his letter of June 8, which are the basis for the petition in this docket. Staff chose not to incorporate Mr. Tutton's suggestions, (each of which is addressed in turn), for the following reasons:

- 1) Mr. Tutton's first proposal was to add language to Item 85 that stated carriers need only include information in the estimate that is "relevant to the specific move identified and requested by the customer." Staff concluded that this allowed carriers too much discretion, which would make it more difficult to protect consumers from inadequate disclosure of information. After careful consideration, staff ultimately decided to

narrowly construct the revisions to the tariff to address only those issues that arose repeatedly in relation to electronic estimates: the absence of sections for overtime and storage charges.

- 2) Mr. Tutton's second proposal was to add language to Item 85(2)(g) that requires carriers to use the "Table of Measurements" form found on the commission's website. Carriers are not required, either by tariff or rule, to use a specific form. Tariff 15-C, Item 10, defines "cube sheet inventory" as "an inventory of the items upon which the estimate is based and the estimated cubic footage for each item (cube sheet)." Item 85(2)(g) requires carriers to complete a cube sheet inventory, but does not specify a particular format. Carriers are not prohibited from completing cube sheets electronically. Staff concluded it was unnecessary to add language regarding electronic cube sheets, or prescribe the use of particular paper form. Moreover, staff does not believe that Item 85(2)(g) contains an error, as Mr. Tutton states.

The commission considered both staff's and WMC's proposed language changes at the July 12, 2012, open meeting and agreed with staff's position and proposed changes.

Tariff 15-C, Item 95: WMC proposes three minor changes to Tariff 15-C, Item 95, shown below in red-line:

SECTION 4. (A) The customer must pay all legal charges. (B) If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. (C) If this contract is referred to a court for resolution, the ~~losing non-prevailing~~ party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify the carrier ~~for~~ ~~any~~against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

[Section omitted]

SECTION 6. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt ~~should~~must accompany the written claim.

Staff supports the changes to Item 95 proposed by WMC. Each of the proposed word changes provides clarity.

Conclusion

Issue an order in Docket TV-121197 approving the Washington Movers Conference's proposed changes to Tariff 15-C, Item 95 and rejecting proposed changes to Tariff 15-C, Item 85.

Attachment: WMC proposed changes

WMC Proposed Changes

ITEM 85 - ESTIMATES

1. Carriers must give customers a copy of the customer information required in WAC 480-15-620 at the same time as they provide an estimate.
2. Carriers must prepare a written Estimated Costs for Services for every move to be transported based on a physical survey of the goods to be shipped. Carriers must include the following elements in the printed estimate that are relevant to the specific move identified and requested by the customer, including all charges, in all binding and nonbinding estimates, even if those estimates are completed by the carrier or by the customer in electronically generated or hard-copy paper formats:
 - 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. A space for the customer to sign or initial stating that the customer was provided a copy of the brochure "Your Guide to Moving in Washington State."
 - d. Customer's name, phone number and address.
 - e. Customer's contact person, if other than customer.
 - f. Origin, destination and any intermediate stops for the shipment.
 - g. The proper form to be used is A a household goods cube sheet inventory Table of Measurements or an electronic cube sheet of the items upon which the estimate is based and the estimated cubic footage for each item.
 - h. For long distance 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.
 - i. For local moves, 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.
 - j. For long distance moves, the mileage between the origin, destination and intermediate stops and associated rates and charges.
 - k. Overtime hours and charges.
 - l. Third-party or accessorial services to be provided and associated charges.
 - m. Charges for loss or damage protection coverage (valuation).
 - n. Storage to be provided and associated charges.
 - o. Charges for packing and unpacking services, and for containers.
 - p. For binding estimates, a statement that the estimate is a guarantee of the cost of the move and that the carrier will not charge above the estimated charges without preparing a supplemental estimate.
 - q. For nonbinding estimates, the following information:
 - i. The estimate is not binding.
 - ii. The cost of the move may exceed the estimate.
 - iii. The carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimate. Carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent.

- iv. The customer is not required to pay more than 125 percent of the estimate regardless of the total cost unless the carrier issues and the customer accepts a supplemental estimate. (The 125 percent does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)
- r. The forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans.
- s. Signatures of the carrier personnel completing the form and the customer and the dates each signed.

ITEM 95 – BILLS OF LADING

SECTION 4. (A) The customer must pay all legal charges. (B) If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. (C) If this contract is referred to a court for resolution, the ~~losing non-prevailing~~ party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify the carrier ~~for any~~against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

[Section omitted]

SECTION 6. To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt ~~should~~must accompany the written claim.