

Washington Utilities and Transportation Commission
Tariff 15-C -- Household Goods

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 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. 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. A household goods cube sheet inventory 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, if applicable.
 - l. Third-party or accessorial services to be provided and associated charges, if applicable.
 - m. Charges for loss or damage protection coverage (valuation).
 - n. Storage to be provided and associated charges, if applicable.
 - o. Charges for packing and unpacking services, and for containers, if applicable.
 - 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.)

Washington Utilities and Transportation Commission
Tariff 15-C -- Household Goods

SECTION 2. The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected **Basic Value Protection**, the carrier's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected **Replacement Cost Coverage with Deductible**, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. **This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option.**
- (C) If the customer selected **Replacement Cost Coverage**, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater.

The customer is responsible for any additional insurance the customer wishes to purchase.

SECTION 3. Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier.

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 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 against any loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

SECTION 5.

- (A) 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:
 - 1. 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.
 - 2. The customer refused or was unable to accept delivery.
 - 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.

Washington Utilities and Transportation Commission
Tariff 15-C -- Household Goods

- (B) The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- (C) The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and 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 e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored.
- (D) If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

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 must accompany the written claim.

