Date Received: February 18, 1998

Docket No.: TV-971477

Company: Amends WAC 480-12, Relating to Household Goods Movers

Distribution:

Chairwoman Levinson

Commissioner Gillis

Commissioner Hemstad

Marjorie Schaer, ALJ

Shirley Burrell (Rulemakings cover letters only & changes to NOH)

Penny Hansen

Teresa Osinski

Dixie Linnenbrink

Ann Rendahl, AAG

Vicki Elliott

Diana Otto

Paul Curl

Sally Turnbull

Bonnie Allen

Carlene Hughes

Foster Hernandez

Cathie Anderson

Kim Dobyns

Tenn Dooyne

Ray Gardner

Carolyn Caruso

Pat Dutton

Alan Dickson (mail)

Mary Sprouffske (No comments)

For Records Ce	enter Use Only
RMS_	V
FOB	N
PR	
MSL	
NOH	
Disk	

Initial

TV97141 TEBRUARY 14, 1998 Mrs. B.R. GEDDES PO-BOX 2312A 98036 Mr. Foster ternandez Utility 3 Wansportation Comm RECEIVED P. O. Box 47250 FEB 1 8 1998 WASH. UT. & TP. COMM. Olympia, WA 98504-7250 Dear Mr. Fernandez:

Spologize for the olelay, in wining Enclosed are the copies of history Cof This Nain. I opologise for the fant-Written pote. My compator is broken out in the shop port. t lease let ge show when hearings tile place so de pare en opportunit so spear regarding our experience with funcion.



Christine O. Gregoire

ATTORNEY GENERAL OF WASHINGTON

900 Fourth Avenue #2000 • Seattle WA 98164-1012

January 16, 1998

B R GEDDES PO BOX 2312 LYNNWOOD WA 98036

Re: Duncan & Bros Moving Co

File #10-97-23059

Dear B R Geddes:

Enclosed is a copy of the response that has been sent to our office regarding your complaint.

Please review it and call me between the hours of 9:00 a.m. and 4:00 p.m. at 206-464-6367 so that we may discuss this matter. If you call when I am unavailable, please leave a message for me with your telephone number, your file number 10-97-23059, and the best time to reach you.

Barbara Chambers Consumer Representative Consumer Protection Division

Enclosure

In Washington Call Toll Free 800-551-4636 For Hearing Impaired - TDD - 800-276-9883 DUNCAN & SONS MOVING CO. 6601 220th.ST.S.W. #3 MOUNTLAKE TERRACE, WA. 98043-2166

JANUARY 12, 1998

ATTORNEY GENERAL OF WASHINGTON ATTN: BARBARA CHAMBERS

CONSUMER REPRESENTATIVE
CONSUMER PROTECTION DIVISION
900 FOURTH AVENUE #2000
SEATTLE, WA. 98164-1012

RE: B R GEDDES FILE #10-97-23059

DEAR MS. CHAMBERS:



JAN 1 4 1998

ATTUMMEY GENERAL'S OFFICE SEATTLE

I CONTACTED MR. GEDDES LATE 1997 AND REQUESTED THE WEIGHT OF THE, WALKING MACHINE. I HAVE WEIGHT BOOKS, THEY DO NOT LIST ANY LARGE EXERCISE EQUIPMENT. HE TOLD ME HE HAD ALL THE INFORMATION ON THE MACHINE.

I AM ENCLOSING A COPY OF A BILL OF LADING AND THE REQUIRED INSURANCE COVERAGE IS HIGHLIGHTED. AS YOU CAN SEE, WE ARE REQUIRED TO CARRY BASIC LIABLILTY OF, 60¢ PER POUND PER ARTICLE.

AS SOON AS I GET THE WEIGHT OR THE MAKE AND MODEL OF THE MACHINE, SO I CAN LOCATE A WEIGHT. THEY WILL BE PAID ACCORDING TO THE WUTC 15 RULE, 60¢ TIMES EACH POUND.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME.

SINCERELY YOURS,

DUCAN & SONS MOVING CO.

MARGIE PENNER

ENCLOUSER: BILL OF LADING

CC: OFFICE OF INSURANCE COMMISSIONER



Divicar & Done Moving Co Sat.

Sen exiter, fute 1

BCG AKE TERRACL WASHEARTCH STOCKETH

TEL: (620) 771-1. J • (620) 528-4711 • (621) 548-6517 • (620) 522. 471

LIVUU DATE ORDER TAKEN 3/5/97 DATE SERVICE REQUID 8/23/97 TIMETHERE 8:30

TIME THERE 8:30

THE SHIPPER, SUBJECT TO CONDITIONS ON THE BACK HEREOF, RELATING TO SPECIFIC SERVICES AND CHARGES SHOWN BELOW FURTHER SUBJECT TO THE CLASSIFICATIONS, TARIFFS, RULES AND REGULATIONS IN EFFECT ON THE ISSUE OF THIS BILL OF LADING OR CONTRACT, IS REQUESTED TO READ THIS DOJUMENT BEFORE SIGNING, AND ASK FOR AN EXPLANATION OF ANYTHING NOT CLEAR OR INCONSISTENT WITH ANY PREVIOUS REPRESENTATION. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

HE SERVICES	HEREON.						-, or iii , i Aoic atone	ANDION PENFONM
ROM	SORTHRI	DGE APTS.	*	1 9T. NO.	HOLLY A	PTS.		APT. NO.
TELE	EIA GED	GNOR DUS		FLOOR 3	CONSIGNE TELEIA			FLOOR
K UP ADDRES	ss 5416 40	STREET th. AVE.W.	· 0	2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	DELIVERY ADDRESS	STREET LLY DRIVE		120011
Y LYNE		STATE	ZIP 7 . D D C T	PHONE		TATE WA	ZIP .	PHONE
LIT PICKUP & [742-3918	<u> </u>	STORE IN TRANSIT AT			
\$.60 PER LB SUM TOTAL RESPONSIBI WILL MOVE S SHIPPER HEI	HE SHIPPER E PER ARTICLE, DOLLAR VAL LE FOR PAYIN SUBJECT TO TI REBY RELEASE	RLY RATED SHIPME XPRESSLY RELEASES SAID SHIPPER SHALL LUATION ON THE ENT G THE EXCESS VALU HE RULES AND CONDIT S THE ENTIRE SHIPME	THE SHIPMENT TO A BE REQUIRED TO PLA FIRE SHIPMENT AND ATION CHARGE. THE TONS OF THE CARRIE ENT TO A LUMP SUM V.	CE A LUMP SHALL BE SHIPMENT R'S TARIFF.	AND V	ALUATION CHARC	TIME COMPLE	100 A
		100			DESCRIPTION	QUAN	TITY RATE	AMOUNT
		BE COMPLETED BY PERSO	N CIONINO DEL OUO		PACKING BARREL OR DISH PACK		·	2
14.	(10)		IN SIGNING BELOW)		CARTONS LESS THAN 1 ½ CU. FT.			
NOTICE: T	HE SHIPPER S	SIGNING THIS CONTRA	CT MUST INSERT IN 1	THE SPACE	1 ½ CU. FT.			
ABOVE IN HI	S OWN HANDY	VRITING EITHER HIS D	ECLARATION OF THE	LUMP SUM	3 CU. FT.			
PER ARTICL	E", OTHERWIS	HE ENTIRE SHIPMEN E THIS SHIPMENT WII	LL BE DEEMED RELEA	ASED TO A	4 ½ CU. FT.			**
V MUMIXAN	ALUE EQUAL	TO \$.60 PER LB PER .	ARTICLE UNLESS TH	E SHIPPER	6 CU. FT.			
	7	LUATION CHARGES.		意	6 ½ CU. FT.			*
		MATASHED CHENTARD	Francisco de la companya della companya della companya de la companya de la companya della compa	TO THE PERSON	WARDROBE CARTONS	18		
STATE OF THE	average and s	HIPPER AND ALLES	Ja andreia ale DATE	- including	MATTRESS CARTONS CRIB		• .	-
		Y CHARGES IN CASH, MC			MATTRESS CARTONS (NOT EXCEEDIN	^{IG})		
PRIOR TO CON SHIPMENT THE		Y. IF CREDIT ARRANGEM	ENTS ARE MADE IN WRIT	ING BEFORE	MATTRESS CARTONS (NOT EXCEEDING 54" X 75"	(G)		
BILL TO:		NAME			MATTRESS CARTONS (EXCEEDING 54			
					GLASS CONTAINERS MINIMUM			
	WEIGHT	ADDRESS F SHIPMENT (WEIGHT TICK	(ETS ATTACHED)		GLASS CONTAINERS	CU. FT.		
OSS WEIGHT		LBS. WEIGHMASTER			BOXES OR CRATES MINIMUM			
RE WEIGHT		LBS. WEIGHMASTER	a to the same and		BOXES OR CRATESCU. F	т. <u>г</u>	1.0	
WEIGHT				LBS.	TOTAL PACKING CHA	ARGES >		
B CODE		PICKED U	PRV		APPLIANCE SERVICE	t/		
			OOKED BY		OTHER SERVICES			
		3,102,110	OOKED BT		71121102111020			
DATE	TRIP NO.	DRIVER	EQUIP	. NO.				
				,	TRANSPORTATION: MIL	ESNET W	т.	
7.62	MII	LEAGE RATED SHIP	MENTS	in a process	TRANSPORTATION OF STORAGE IN	TRANSIT SHIPMENT		-
INI EQQ THE Q	Park		1	CENTE DED	WAREHOUSE TO DESTINATION:	MILES		
OUND PER AF	RTICLE, THE CAR	SLY RELEASES THE SHIP RIER'S MAXIMUM LIABILIT DECLARED BY THE SHIP	Y'FOR LOSS AND DAMAG	SE SHALL BE	STORAGE IN TRANSIT 30 DAYS OR	FRACTION		A
OR EACH POU	IND OF WEIGHT	N THE SHIPMENT, WHICHE	VER IS GREATER.	7. 10 \$1.25 [1]. (W)	WAREHOUSE HANDLING	» ·	10000	VIOLU
HE SHIPMENT	WILL MOVE SU	BJECT TO THE RULES A	ND CONDITIONS OF THE	CARRIER'S	STORAGE VALUATION CHARGES	:		4
- 1.70A	ar a Deliver in A	JOHN SA THE LOW	artigram a fall out to the		EXTRA PICKUP/DELIVERY	D	1	
			等数等44元约。2.1		HOISTING OR PIANO HANDLING	•	1	
	1. 经基础				STAIRS, ELEVATORS OR CARRIES			
(41) print		E COMPLETED BY PERSON			TRANSPORTATION VALUATION CHA	ARGES		
OTICE: THE	SHIPPER SIGNIN	IG THIS CONTRACT MUST	INSERT IN THE SPACE AE	BOVE, IN HIS				2 51
HE WORDS 6	SO CENTS PER P	ODECLARATION OF THE APPOUND PER ARTICLE". OT MUM VALUE EQUAL TO \$1.	THERWISE, THE SHIPME	NT WILL BE	DEPOSITS REC'D. IN PREPAYMENT	PAIC	TO APPLY	ADIO
ENT IN POUND	OS.	TO SI.	EO HIVEO THE WEIGHT O	THE SHIP	RECEIVED		ANCE DUE >	The
		* * * * * * * * * * * * * * * * * * *	idat, ar tuga er eg er er. Hijak yangan) (1) (1) (2) (1) (1)	BALANCE PAYABLE	BALI	MINUE DUE	
	1. 1	SHIPPER		DATE		RECEIVED IN GOO OTED HEREON O	D CONDITION R ON INVENTORY	ı
CEIPT X	A Dr	WEST			DELIVERY X		W OF	7.1-1
GOODS A		DRIVER	DATE		RECEIPT A	CONSIGNEE		DATE

IMPORTANT TERMS & CONDITIONS ON BACK

1/41

DUNCAN & SONS MOVING CO

6601 2007M SW, SUITE 3 MOUNTLAKE TERRACE, WASHINGTON 89043-5103 TEL: (428) 771-5115 • (425) 283-1471 • (425) 454-0667 • (206) 525-5471

14030

DATE ORDER TAKEN DATE SERVICE REQ'D 8 / 23 / 97 TIMETHERE 8:30

THE SHIPPER, SUBJECT TO CONDITIONS ON THE BACK HEREOF, RELATING TO SPECIFIC SERVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE CLASSIFICATIONS. TARIFFS.

ANYTHING NOT O	CLEAR OR INCOM	ISISTENT WITH ANY PREVIOU	S REPRESENTATION. THIS WILL C	ONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO	MOVE, SHI	P, PACK, STORE A	ND/OR PERFORM
FROM	תוקנויים ה	GE APTS.	1 9 APT. NO.	HOLLY APTS.			APT. NO.
7.4	CONSIG			CONSIGNEE			
	IA GEDD		FLOOR 3	TELEIA GEDDUS		·	FLOOR
ICK UP ADDRESS		STREET			REET		
		h. AVE.W.	PHONE	9815 HOLLY DE	717	9	PHONE
PLIT PICKUP & DI		WA	742-3918	STORE IN TRANSIT AT	L		
	LIQUID	LY RATED SHIPMENTS	CONIX	DRIVER COMPLETE THIS	WITH PACE	ING MATERIAL	
\$.60 PER LB P SUM TOTAL RESPONSIBLE WILL MOVE SE	E SHIPPER EXPER ARTICLE, S DOLLAR VALUE FOR PAYING UBJECT TO THI EBY RELEASES	(PRESSLY RELEASES THE SAID SHIPPER SHALL BE F JATION ON THE ENTIRE A THE EXCESS VALUATION E RULES AND CONDITION	E SHIPMENT TO A VALUE OF LEQUIRED TO PLACE A LUMP SHIPMENT AND SHALL BE IN CHARGE. THE SHIPMENT S OF THE CARRIER'S TARIFF. TO A LUMP SUM VALUE OF	MEN & VAN START O WUTC-15 M R HOURS UNDER 3 H	530	7.30 M/C TIME COMPLET	1200
		a adular of a life of		DESCRIPTION	QUANTITY	RATE	AMOUNT
			NAMES DELICITION	PACKING BARREL OR DISH PACK			
	(то в	COMPLETED BY PERSON SIG	GNING BELOW)	CARTONS LESS THAN 1 ½ CU. FT.			
NOTICE: TH	F SHIPPER SI	GNING THIS CONTRACT I	MUST INSERT IN THE SPACE	1 ½ CU. FT.			
ABOVE IN HIS	OWN HANDW	RITING EITHER HIS DECL	ARATION OF THE LUMP SUM	3 CU. FT.			
DOLLAR VAL	UATION OF THE T. OTHERWISE	HE ENTIRE SHIPMENT OF THIS SHIPMENT WILL B	R THE WORDS "\$.60 PER LB E DEEMED RELEASED TO A	4 ½ CU. FT.			
MAXIMUM VA	LUE EQUAL T	O \$.60 PER LB PER ART	ICLE UNLESS THE SHIPPER	6 CU. FT.			
		UATION CHARGES.	9	6 ½ CU. FT.			
	(Mada)			WARDROBE CARTONS	10		
	SI	HIPPER	DATE	MATTRESS CARTONS CRIB			
THE SHIPPER	AGREES TO PAY	CHARGES IN CASH, MONEY	ORDER, OR CERTIFIED CHECK	MATTRESS CARTONS (NOT EXCEEDING)			
PRIOR TO COMPLETE DELIVERY. IF CREDIT ARRANGEMENTS ARE MADE IN WRITING BEFORE SHIPMENT THEN BILL TO: NAME		MATTRESS CARTONS (NOT EXCEEDING)	4				
		MATTRESS CARTONS (EXCEEDING 54" X 75")					
**************************************		ADDRESS		GLASS CONTAINERS MINIMUM			
	WEIGHT OF	SHIPMENT (WEIGHT TICKETS	ATTACHED)	GLASS CONTAINERSCU. FT.			
BROSS WEIGHT		LBS. WEIGHMASTER		BOXES OR CRATES MINIMUM	ļ		
TARE WEIGHT		LBS. WEIGHMASTER		BOXES OR CRATESCU. FT.	L	l	18.7 -
NET WEIGHT			LBS	TOTAL PACKING CHARGES			
IOR CODE		PICKED UP B	y City	APPLIANCE SERVICE		,	
		ORDER BOOK		OTHER SERVICES			
AONED DI		ONDER DOOR					
DATE	TRIP NO.	DRIVER	EQUIP. NO.				
						is N	
				TRANSPORTATION: MILES	_NET WT.		
	MII	LEAGE RATED SHIPME	NTS	TRANSPORTATION OF STORAGE IN TRANSIT S	HIPMENT		
LINE COO THE O	19.00			WAREHOUSE TO DESTINATION:	VILES		
POUND PER AF	RTICLE, THE CAR	RIER'S MAXIMUM LIABILITY FO	T TO A VALUE OF 60 CENTS PER DR LOSS AND DAMAGE SHALL BE OR AN AMOUNT EQUAL TO \$1.25	STORAGE IN TRANSIT 30 DAYS OR FRACTION	A STATE OF STREET		
FOR EACH POU	IND OF WEIGHT I	N THE SHIPMENT, WHICHEVER	R IS GREATER.	WAREHOUSE HANDLING	* * *	- S/1/2 -	Wolfer
THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF, SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING		STORAGE VALUATION CHARGES	74	The state of	2		
		EXTRA PICKUP/DELIVERY (A X			
		et.		HOISTING OR PIANO HANDLING			
			* * * * * * * * * * * * * * * * * * * *	STAIRS, ELEVATORS OR CARRIES	·		
-	(ТО ВІ	E COMPLETED BY PERSON SIG	GNING BELOW)	TRANSPORTATION VALUATION CHARGES			
NOTICE: THE	SHIPPER SIGNIN	IG THIS CONTRACT MUST INS	ERT IN THE SPACE ABOVE, IN HIS	35-706			1: 0 - 3
NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIP-			DEPOSITS REC'D. IN PREPAYMENT	_ PAID TO	O APPLY	10012	
MENT IN POUN	OS.	VIOIVI VALUE EQUAL TO \$1.25	TIMES THE WEIGHT OF THE SHIF-	RECEIVED	BAL ANG	CE DUE -	The
				BALANCE PAYABLE			-
		SHIPPER .	DATE	GOODS RECEIVED EXCEPT AS NOTED HER			

DELIVERY X

IMPORTANT TERMS & CONDITIONS ON BACK

THE FOLLOWING CONTRACT TERMS AND CONDITIONS APPLY TO ALL TRANSPORTATION PERFORMED BY CARRIER IN ADDITION TO ALL OTHER RULES, REGULATIONS, RATES, AND CHARGES IN 1'S TARIFF.

CONTRACT TERM ... AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS \ _ CF LADING

THIS CONTRACT IS SUBJECT TO ALL THE RULES, REGULATIONS, SATES, AND CHARGES, IN CARRIER'S CURRENTLY EFFECTIVE APPLICABLE TARIFFS AS PUBLISHED BY OR ON FILE WITH THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION, INCLUDING; BUT NOT LIMITED TO, THE FOLLOWING TERMS AND CONDITIONS:

SECTION 1.— THE CARRIER SHALL BE LIABLE FOR PHYSICAL LOSS OF OR DAMAGE TO ANY ARTICLES FROM EXTERNAL CAUSE WHILE BEING CARRIED OF HELD IN STORAGE-IN-TRANSIT EXCEPT FOR CONDITION OR FLAVOR OF PERISHABLE ARTICLES, AND EXCEPT DOCUMENTS, BANK BILLS, MOTES, CURRENCY, MONEY, POSTAGE STAMPS, LETTERS, OR VALUABLE PAPERS OF ANY KIND, JEWELRY WATCHES, PRECIOUS STONES, OR METALS, OR ARTICLES OF PARTICULARLY INHERENT OR EXTRAORDINARY VALUE WHICH ARE NOT SPECIFICALLY LISTED ON THE BILL OF LADING, AND EXCEPT LOSS OR DAMAGE CAUSED BY OR RESULTING:

- (A) FROM AN ACT, OMISSION OR ORDER OF SHIPPER:
- (B) FROM INSECTS, MOTH, VERMIN AND ORDINARY WEAR AND TEAR:
- (C) FROM DEFECT OR INHERENT VICE OF THE ARTICLE, INCLUDING SUSCEPTIBILITY TO DAMAGE BECAUSE OF ATMOSPHERIC CONDITIONS SUCH AS TEMPERATURE AND HUMIDITY OR CHARGES THEPEIN:
- (D) FROM (1) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK (A) BY ANY GOVERNMENT OR SOVERIGNPOWER OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES: OR (5) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (2) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE WHETHER IN TIME OF PEACE OR WAR: (3) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENT AUTHORITY IN HINDERING, GOMBATING, OR DEFENDING AGAINST SUCH AN OCCURRENCE, SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS, REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE;
- (E) FROM STRIKES, LOCKOUTS, LABOR DISTURBANCES, RIOTS, CIVIL COMMOTIONS, OR THE ACTS OF ANY PERSON OR PERSONS TAKING PART IN ANY SUCH OCCURRENCE OR DISORDER:
- (F) FROM ACTS OF GOD WHEN THE SHIPPER RELEASES THE VALUE OF EACH ARTICLE IN THE SHIPMENT TO A VALUE NOT EXCEEDING 60 CENTS PER POUND PER ARTICLE; OR
- (G) FROM BREAKAGE OF CHINA, GLASSWARE, BRIC-A-BRAC OR SIMILAR ARTICLES OF A BRITTLE OR FRAGILE NATURE UNLESS PACKED BY THE CARRIER OR UNLESS SUCH BREAKAGE RESULTS FROM NEGLIGENCE OF THE CARRIER WHEN THE SHIPPER HAS RELEASED THE VALUE OF EACH ARTICLE IN THE SHIPMENT TO A VALUE NOT EXCEEDING 60 CENTS PER POUND PER ARTICLE.

SUBJECT, IN ADDITION TO THE FOREGOING, TO THE FURTHER FOLLOWING LIMITATIONS ON THE CARRIER'S LIABILITY.

CAMMIER'S MAXIMUM LIABILITY SHALL BE EITHER:
(1)(a) IN THE CASE OF SHIPMENTS MOVING AT MILEAGE RATES, THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING \$1.25
TIMES THE ACTUAL WEIGHT (IN POUNDS) OF THE SHIPMENT, OR THE LUMP SUM DECLARED VALUE, WHICHEVER IS GREATER.
(1)(b) IN THE CASE OF SHIPMENTS MOVING AT HOURLY RATES, THE AMOUNTS OF THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING THE
LUMP SUM TOTAL DECLARED VALUATION SET FORTH ON THE FACE HEREOF. THE CARRIER'S MAXIMUM LIABILITY SHALL BE EITHER:

(2) THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING SIXTY (60) CENTS PER POUND OF THE WEIGHT OF ANY LOST OR DAMAGED ARTICLE WHEN THE SHIPPER HAS RELEASED THE SHIPMENT TO CARRIER, IN WRITING, WITH LIABILITY LIMITED TO SIXTY (60) CENTS PER POUND PER ACTUAL F.

SECTION 2. THE CARRIER SHALL NOT BE LIABLE FOR DELAY CAUSED BY HIGHWAY OBSTRUCTION, OR FAULTY OR IMPASSABLE HIGHWAYS. OR LACK OF CAPACITY OF ANY HIGHWAY, BRIDGE OR FERRY, OR CAUSED BY BREAKDOWN OR MECHANICAL DEFECT OF VEHICLES OR EQUIPMENT. OR FROM ANY CAUSE OTHER THAN NEGLIGENCE OF THE CARRIER; NOR SHALL THE CARRIER BE BOUND TO TRANSPORT BY ANY PARTICULAR SCHEDULE, MEANS, VEHICLE OR OTHERWISE THAN WITH REASONABLE DISPATCH. EVERY CARRIER SHALL HAVE THE RIGHT IN CASE OF PHYSICAL NECESSITY TO FORWARD SAID PROPERTY BY ANY CARRIER OR ROUTE BETWEEN THE POINT OF SHIPMENT AND THE POINT OF DESTINATION.

SECTION 3. SHIPPER SHALL:

BE LIABLE FOR ANY AND ALL CHARGES APPLICABLE UNDER CARRIER'S TARIFFS, AND PAY THEREFOR AS PROVIDED IN SAID TARIFFS. (A) AND

INDEMNIFY CARRIER AGAINST LOSS OR DAMAGE CAUSED BY INCLUSION IN THE SHIPMENT OF EXPLOSIVES OR DANGEROUS ARTICLES (B) INDEMI OR GOODS.

SECTION 4. IF FOR ANY REASON OTHER THAN THE FAULT OF CARRIER, DELIVERY CANNOT BE MADE AT ADDRESS SHOWN ON THE FACE HEREOF, OR AT ANY CHANGED ADDRESS OF WHICH CARRIER HAS NOT BEEN NOTIFIED, CARRIER, AT ITS OPTION, MAY CAUSE ARTICLES CONTAINED IN SHIPMENT TO BE STORED IN A WAREHOUSE SELECTED BY IT.AT THE POINT OF DELIVERY OR AT OTHER AVAILABLE POINTS, AND THERE HELD WITHOUT LIABILITY ON THE PART OF THE CARRIER, AT THE COST OF THE OWNER. AND SUBJECT TO A LIEN FOR ALL ACCRUED TARIFF AND OTHER LAWFILL CHARGES LAWFUL CHARGES.

SECTION 5. IF SHIPMENT IS REFUSED BY CONSIGNEE AT DESTINATION, OR IF SHIPPER, CONSIGNEE OR OWNER OF PROPERTY FAILS TO RECEIVE OR CLAIM IT WITHIN FIFTEEN (15) DAYS AFTER WRITTEN NOTICE BY UNITED STATES MAIL ADDRESSED TO SHIPPER AND CONSIGNEE AT POST OFFICE ADDRESSES SHOWN ON FACE HEREOF, OR IF SHIPPER FAILS OR REFUSES TO PAY LAWFULLY APPLICABLE CHARGES IN ACCORDANCE WITH CARRIERS APPLICABLE TARRE, CARRIER MAY SELL THE PROPERTY AT ITS OPTION, EITHER (A) UPON NOTICE IN THE MANNER DANCE WITH CARRIERS APPLICABLE TARRE, CARRIER MAY SELL THE PROPERTY AT ITS OPTION, EITHER (A) UPON NOTICE IN THE MANNER AUTHORIZED BY LAW, OR (B) AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH AT A PUBLIC SALE TO BE HELD AT A TIME AND PLACE NAMED BY AUTHORIZED BY LAW, OR (B) AT PUBLIC OF WHICH SALE SHALL HAVE BEEN GIVEN IN WRITING TO SHIPPER AND CONSIGNEE, AND THERE SHALL HAVE BEEN GIVEN IN WRITING TO SHIPPER AND CONSIGNEE, AND THE PLACE BEEN PUBLISHED AT LEAST ONCE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION AT OR NEAR THE PLACE OF SALE, A NOTICE THEREOF CONTAINING A DESCRIPTION OF THE PROPERTY AS DESCRIBED IN THE BILL OF LAWFUL CHARGES APPLICABLE TO CONSIGNOR AND CONSIGNEE. THE PROCEEDS OF ANY SALE SHALL BE APPLIED TOWARD PAYMENT OF LAWFUL CHARGES APPLICABLE TO SHIPMENT AND TOWARD EXPENSES OF NOTICE, ADVERTISING AND SALE, AND OF STORING, CARRIER FOR AND MAINTAINING PROPERTY FROM TO SHIPMENT AND TOWARD EXPENSES OF NOTICE, ADVERTISING AND SALE, AND OF STORING, CARRIER FOR AND MAINTAINING PROPERTY FROM TO SALE, AND THE BALANCE, IF ANY, SHALL BE PAID TO DAYNER OF PROPERTY. PROVIDED THAT ANY PERISHBLE ARTICLES CONTAINED IT, SAID SHIPMENT MAY BE SOLD AT PUBLIC OR PRIVATE CALE WITHOUT SUCH NOTICES IF, IN THE OPINION OF CARRIER, SUCH ACTION IS NECESSARY TO PREVENT DETERIORATION OR FURTHER DETERIORATION.

SECTION B. AS A CONDITION PRECEDENT TO RECOVER A CLAIM FOR ANY LOSS OR DAMAGE, INJURY OR DELAY, MUST BE FILED IN WRITING WITH LARRIED WITHIN NINE B) MONTHS AFTER DELIVERY TO CONSIGNEE AS SHOWN ON FACE HEREOF, OR IN CASE OF FAILURE TO MAKE CELIVERY, FHEN WITHIN 19) MONTHS AFTER A REASONABLE TIME FOR DELIVERY HAS ELAPSED, AND SUIT MUST BE INSTITUTED AGAINST CAPRIER WITHIN TWO 121 YEARS AND ONE (1) DAY FROM THE UNIT WHEN NOTICE IN WRITING IS GIVEN BY CARRIER TO THE CLAIMANT THAT CARRIES HAS DISALLOWED THE CLAIM OR ANY PART OR PARTS THEFEOF SPECIFIED IN THE NOTICE WHERE A CLAIM IS DOT FILED OR BUT NOT INSTITUTED THEREON IN ACCORDANCE WITH THE FOREGOING PROVISIONS, CARRIER SHALL NOT BE LIABLE AND SUCH A CLAIM WILL NOT BE HAD

255

11.1.3 1 · Jiely Harry

COPY

November 3rd, 1997

Duncan & Bros. Moving Company. 6601 – 220th SW, Suite 3 Mountlake Terrace, WA 98043

Reference:

Invoice #14030

Date of Move: 8/23/97

Teleia Geddes

We employed Duncan & Bros. Moving Company to move us on August 23, 1997. The day following the move, my wife and I went on vacation for a month. Since my wife is disabled, I had to unpack all boxes myself upon our return. This has taken approximately 3 weeks, so, although it has taken awhile to contact you, it is not an unreasonable time given my situation. All of our electronics and machinery were not tested again until this past week. The day of the move, all machinery was tested and found to be in perfect working order. Last week's tests proved our treadmill has been damaged as a result of the move.

It should be noted that your movers were told to be *extremely careful* with the treadmill on the day of the move. It was in two pieces, but attached and as it is a computer, one must take great care with it. I told them I would help them move it down the stairs. However, while I was busy elsewhere, they chose to move it and dropped it in the process. They dropped it twice. Also, they rolled/bounced it over both parking lots. I was concerned about the treadmill, but since they had placed it against a wall and stacked boxes all around it, I was unable to satisfy my concerns until now. As an aside, I told them our air conditioner had a door on it and to be careful. They broke the door off the air conditioner.

This treadmill is a piece of medical equipment for my wife. It is used in her physical therapy and its repair is very important to her continued recovery. The sooner the better.

One of Duncan & Bros. selling points, and the main reason they were selected, was insurance against damage during the move. Therefore, I am requesting that your company either fix or replace my wife's treadmill. We had it checked and have been told the internal electronics have been damaged and that this would be consistent with dropping (the machine is new). Please contact us immediately to resolve this issue (425) 423-8671.

Cordially yours,

B. R. Geddes

COPY

December 22, 1997

CERTIFIED - RETURN RECEIPT REQUESTED

Duncan & Bros. Moving Company. 6601 – 220th SW, Suite 3 Mountlake Terrace, WA 98043

Reference:

Invoice #14030

Date of Move: 8/23/97

Teleia Geddes

The enclosed letter is for your re-review. As stated, my wife's walker was damaged during the move. Although we asked help to shrink wrap the walker so pieces would not slide or fall, we were told it was "unnecessary" because your movers were "professionals" and would have "no problem" moving our equipment without damaging it. As yet, I have heard nothing from your company regarding the breakage of my wife's walker by your movers. I called and was told that my letter was in the hands of "the owner." However, I was not told what step, if any, would be taken next. As you can see, I have forwarded copies of the letter dated in November, and this letter, to the Better Business Bureau, The Attorney General for Washington State and the Insurance Commissioner for this state. I believe that a month without hearing anything from your owner, your company or your insurance adjuster is excessive. We informed you of the damage well within the contractual limits and were told by your office manager that insurance against damage is "required" for you to operate as a mover. My wife's rehabilitation is being significantly hampered by not having her walker available. Please respond immediately.

Respectfully,

B. R. Geddes

cc: Office of the Attorney General 2722 Colby, Everett

Washington State Insurance Commissioner Olympia, WA

Better Business Bureau 4800 S. 188th St., Suite 222 Seattle 98188



Mr. Frederic Denzer CIC
Insurance Compliance Officer P&C
Office of Insurance Commissioner
P.O. Box 40256
Olympia, WA 98504-0256

Dear Mr. Denzer:

We received your letter dated January 19, 1998. What I found interesting in your packet was the copy of the "contract" that Duncan sent you. In their copy is a highlighted area. Our "contract" looks different in that there is no such highlight.

I wish to make two points: 1) What we were told regarding insurance was NOTHING LIKE reality. We were BOTH assured that Duncan was insured against any damages (no mention of limitations, differences in contract or the difference between insurance vs. bill of lading), that their movers would be willing to help package larger items carefully for moving (they weren't, in fact they declined); and that their movers were of a "better quality" than movers from other companies (were told that employees of the company we were considering had been fired for cause from Duncan), which was untrue. At least one of the Duncan movers showed up late and reeking of alcohol. 2) We were told by the Duncan representative, that another mover we considered was operating illegally and we should not chose them. This appears to be just another "misrepresentation" of Duncan. In our opinion, this appears to be malpractice on the part of Duncan and their "company negligence or malpractice insurance" (or whatever it is called) should be paying for our broken medical equipment. I realize that your office doesn't appear to have much power to make that happen. But I believe your office should at least be looking into how Duncan "guarantees", that those it moves are protected from damage to their personal property. I also believe that highlighted areas of a contract should appear on ALL COPIES. From this, you should at least know that we took her at her word, and no other representation was made to us. Our so called "contract" was given to us AT THE END OF THE MOVE and we were told it only indicated that our goods had been delivered. It was in no way presented as our contract for damages. In fact, when we inquired as to why this needed to be signed at this time (as we had not had an opportunity to check our goods), I was told that it was only so Duncan could pay the movers for work done – as a kind of time sheet and that ANY DAMAGES would be paid as agreed with Duncan. On that basis, I signed their "time sheet." Our personal opinion is that Duncan deliberately and knowingly misrepresents the degree to which the customer is secured against damages. We feel strongly Duncan should at least be held responsible to higher authorities for their misrepresentations. Thank you for your time.

Respectfully,

B. R. Geddes P.O. Box 2312, Lynnwood, WA 98036 (425) 423-8671

cc: Office of Attorney General Better Business Bureau

STATE OF WASHINGTON

DEBORAH SENN STATE INSURANCE COMMISSIONER



OLYMPIA OFFICE:

P.O. BOX 40256 OLYMPIA, WA 98504-0256 Phone: (360) 753-7300

Dear Consumer:

Assisting insurance consumers is the primary charge of this office. The staff of our Consumer Advocacy Office takes each call we receive seriously. In an effort to better serve the public's needs for accurate and timely service, I am requesting your assistance.

Please take the time to complete the enclosed questionnaire. We want to hear how you rate our assistance to you, and how we can improve our service in addressing your consumer complaint or concern.

Please return the enclosed questionnaire to:

The Office of the Insurance Commissioner P.O. Box 40256 Olympia, WA 98504-0256

If you need assistance or have any questions, please contact the Consumer Advocacy Office at our toll-free line 1-800-562-6900.

Sincerely,

DEBORAH SENN

Insurance Commissioner

STATE OF WASHINGTON

DEBORAH SENN STATE INSURANCE COMMISSIONER



OLYMPIA OFFICE: P.O. BOX 40256 OLYMPIA, WA 98504-0256 Phone: (360) 753-7300

OFFICE OF INSURANCE COMMISSIONER

January 19, 1998

B. R Geddes PO Box 2312 Lynwood, WA. 98036

Re:

Company: Duncan and Sons Moving

Complaint of: 12-30-97

Dear Mr. Geddes,

Enclosed is a copy of the company's response to our inquiry. As noted, they will pay the designated amount per the Bill of Lading as soon as they receive the weight amount of the machine. Since you are dealing with a Bill of Lading and not an insurance contract, our office is not empowered to compel the company to pay any specific amount. The Bill of Lading identifies how much it will allow for property (see the reverse side of your Bill of Lading).

If you feel that you want to contest their settlement offer, then you would need to do so within the legal arena. You may be able to pursue remedy by hiring an attorney, or in Small Claims Court (\$2,500 or less in demand amount). To find out more about Small Claims Court, we recommend that you contact the District Court closest to your home for filing and cost information. The legal options, however, are not without expense.

Thank you for allowing us to review your complaint. Further questions? Call the Commissioner's Consumer Line at 1-800-562-6900.

1362

Sincerely,

Frederic Denzer CIC

Insurance Compliance Officer P&C

DUNCAN & SONS MOVING CO. 6601 220th. ST. S.W. #3
MOUNTLAKE TERRACE, WA. 98043-2166

425-771-6115

WASHINGTON STATE
OFFICE OF INSURANCE COMMISSIONER
P.O. BOX 40256
OLYMPIA, WA. 98504-0256

ATTN: FREDERIC DENZER, CIC

RE: B.R. GEDDES

DEAR MR. DENZER:

I HAVE ENCLOSED COPIES OF THE LETTER SENT TO, THE ATTORNEY GENERALS OFFICE AND A COPY OF THE BILL OF LADING. SO YOU CAN SEE WHAT HAS BEEN DONE.

JAN 1 4 1998

INSUPANCE DEPT. - DETTIPIA

CONSUMER ADV & OUTREACH

I CANNOT CLOSE THIS CLAIM TILL I HAVE THE WEIGHT OF THE MACHINE IN QUESTION. AS OF TODAY, I HAVE YET TO HEAR FROM, MR. GEDDES. HE TOLD ME, HE HAD ALL THE INFORMATION IN HIS FILE.

IF YOU HAVE A QUESTION, PLEASE CALL ME.

SINCERELY YOURS

MARGIE PENNER

DUNCAN & SONS MOVING CO. 6601 220th.ST.S.W. #3 MOUNTLAKE TERRACE, WA. 98043-2166

JANUARY 12, 1998

ATTORNEY GENERAL OF WASHINGTON
ATTN: BARBARA CHAMBERS

CONSUMER REPRESENTATIVE

CONSUMER PROTECTION DIVISION
900 FOURTH AVENUE #2000
SEATTLE, WA. 98164-1012

RE: B R GEDDES FILE #10-97-23059

DEAR MS. CHAMBERS:

I CONTACTED MR. GEDDES LATE 1997 AND REQUESTED THE WEIGHT OF THE, WALKING MACHINE. I HAVE WEIGHT BOOKS, THEY DO NOT LIST ANY LARGE EXERCISE EQUIPMENT. HE TOLD ME HE HAD ALL THE INFORMATION ON THE MACHINE.

I AM ENCLOSING A COPY OF A BILL OF LADING AND THE REQUIRED INSURANCE COVERAGE IS HIGHLIGHTED. AS YOU CAN SEE, WE ARE REQUIRED TO CARRY BASIC LIABLILTY OF, 60¢ PER POUND PER ARTICLE.

AS SOON AS I GET THE WEIGHT OR THE MAKE AND MODEL OF THE MACHINE, SO I CAN LOCATE A WEIGHT. THEY WILL BE PAID ACCORDING TO THE WUTC 15 RULE, 60¢ TIMES EACH POUND.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME.

SINCERELY YOURS,

DUCAN & SONS MOVING CO.

MARGIE PENNER

ENCLOUSER: BILL OF LADING

GC OFFICE OF INSURANCE COMMISSIONER

THE SHEPPER, SU

SALES ANNOUNCE OF THE PARTY OF

DISMBINATION UNIFORM HOUSEHOLD GOODS BILL OF LADING, FREIGHT BILL.

on a position of the contract of the contract

DATE SERVICE DECK # 12

THE SHPPER, SUBJECT TO CONDITIONS OF THE BACK HEREOF, RELATING TO SPECIFIC BEHVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE BACK HEREOF, RELATING TO SPECIFIC BEHVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE BACK HEREOF, RELATING TO SPECIFIC BEHVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE BACK HEREOF, RELATING OR CONTRACT, IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING, AND HIS FOR AN EXPLANATION

ANYTHING NOT CLEAR OR INCOMMENTALL WITH AM PREVIOUS REPRESENTATION, THIS WILL CO	ONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND	VOR PERIC
HORTHRIDGE 1875		W.T.W.
CONSIGNOR TELEIA GEDDUS FLOOR 3	TELETA GEDDUS BOAMAG FO 220. WED)	FLOOR
PICK UP ADDRESS STREET	DELIVERY ADDRESS GRADES OF SECRETARY ON SECRETARY AND AN	1.
15416 40th. AVE.W. ZIP PHONE	9815 HOLLY DRIVE	PHONE
TANAMOOD SMINY	EINTRANSITIATA CO COSTO VICTORIO CO CO CARROLLA	. · '. '.
HOURLY RATED SHIPMENTS ONLY	DRIVER COMPLETE THIS WITH PACKING MATERIAL AND VALUATION CHARGES BELOW	a a a a a a a a a a a a a a a a a a a
CO PERSON DE LA VARIA DE LA VA	AND VALUATION CHARGES BELOW AND TIME WENG VANDED STAFF COMPLETE	4011
	MENA VANDU START COMPLETE COMP	12
SHIPPER HEREBY RELEASES THE ENTITIE SHIPMENT TO A LINE SLAVAUE OF	E D CONTROL OVER SHE CONTROLS	100
	PACKING BARREL OR DISH PACK	AMOUN
The second is the second of th	CANTONS LESS THAN 1 X CU. FT. THE PLOYERA FIRST MUDGLES STATES	
	2 90 THE THOUTER AVERAL. THE SO BEAL PROPERTY.	产业
The state of the s	3CUFT COMMANDE SEEL NOTES AND A	
a a company of the co	4 % CU. FT.	
	WANDERS CARTON TA CHIPMENTS MOVING AT BROTHANDERS	
	WEIGHT OF SHILMENTS MOVING BIRD BROTRIAD BREITTAM	180 Jan
THE THE TOTAL TO PAY CHARGES IN CASH, MONEY ORDER, OR CERTIFIED CHECK	MATTRES CARTONS TO TOTAL TO THE SEASTITAN	1. Mary
PRIOR TO COMPLETE DELIBERY OF CREDIT ARVANGEMENTS ARE MADE IN WRITING BEFORE.	Wy Bas Oliver	100
BILL TO	PAYTRESS CARTONS partial distribution of the Control of the Contro	
ADDRESS	GLASS CONTAINERS HOLF IS CHORAL BATT CONTAINERS	
SA SUCCESSION OF THE STATE STATE OF THE PROPERTY SALES OF THE STATE OF		LACK LACK
OGRATOR EVER CARRIED SHE HANDEN SHE OF DECEMBER THORS SHARE	DELLE MEANS, VEHICLE OF CHERMISS THAN VET BERMINDERONS	BCHE
NET WEIGHT LBS		
JOB CODE PICKED UP BY	APPLIANCE SERVICE	'
PACKED BY ORDER BOOKED BY	OTHER SERVICES 1349 A CONTAIN SAN SAN SAN SAN SAN SAN SAN SAN SAN SA	1
	15 GO TO BE CONTROLLED TO THE PROPERTY OF THE	· ;
IAN MILLE	· · · · · · · · · · · ·	<i>'</i>
ARRIER DELIVERY CAM OT SE MAIN AND SHOWN IN THE	THAN BE THE HOTATRON SENTER THAT HOTATRONGOLD IN THE HOTATRONGOLD	2 / /
LULEACE RATED SHIPMENTS	TATALISPORTATION OF STORAGE IN TRANSITISHIPMENT	NT/W
CU OF THE PARTY OF	WAREHOUSE TO DESTINATION: MILES STORAGE IN TRANSIT 30 DAYS OR FRACTION	CMA ;
in the further with the second	WAREHOUSE HANDLAND 18 LEAVE THE YARMEN TO	Vole
	STORAGE VALUATION CHARGES TO THE PROPERTY OF T	300
	EXTRA PICKUP/DELIVERY	WALL
	HOISTING OR PIANO HANDLING HY	Ha!
	THANSPORTATION VALUATION CHARGES	25.75 25.75
	THAT SEAN OF THE SEA LIANGE THE SEA SALE SHEET THE	<u>څه انځ</u> ۷ د تړا
	DEPOSITS RECO.	V51
	PECENED	
	SEC 14 - A STATE OF THE PERSON OF THE SECOND	
SELECTION OF SELECTION TO THE SELECTION OF S	GOODS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED HEREON OR ON INVENTORY;	F ****
CES SUFFICIONE DE SUPERIOR DE LA COMPANION DELA COMPANION DEL COMPANION DEL COMPANION DELA COM	And a	· f
RECEIPT FOR GOODS X	DELIVERY X	11
DATE	CONSIGNEE	- W. W.

AT-10 CHA: 88 T TOARTH DATE ORDER TAKEN 8/5/97 DATE SERVICE REO'D 8/23/97 THE SHIPPER, SUBJECT TO CONDITIONS ON THE BACK HEREOF, RELATING TO SPECIFIC SERVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE BLASSIFICATIONS, TARIFFS RULES AND REQULATIONS IN EFFECT ON THE ISSUE OF THIS BILL OF LADING OR CONTRACT, IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING, AND ASK FOR AN EXPLANATION OF ANYTHING NOT CLEAR OR INCONSISTENT WITH ANY PREVIOUS REPRESENTATION. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM ICES HEREON. THE DORTHELD IN STORAGE IN THANSIT EXCEPT FOR COMUNICADES. CURRENCY, MONEY, POST, ETY MY LION 3 OR VALLA NORTHRIDGE APTS. TRLETA CRODYS PAMAGEO SOOI 19 TELEIA GEDDUS DELIVERY ADDRESS THE TO RECENO A STREET MONTON MA MORT (A) **经验的现在** 9815 HOLLY DRIVE 15416 40th. LYNNWOOD DRIVER COMPLETE THIS WITH PACKING MATERIAL WOLLD SEPARATION CHARGES BELOW TO CHARGE MENTAL MENTAL SALVA SALV HIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A LUMP SUM VALUE OF PACKING BARREL OR DISH PACK CARTONS LESS THAN 1 1/2 CU. FT. ... AG 3.101 FA 199 C AGE OF CHANA GLASSWARETH WORL BRAC OR UNLESS FUCH BREAKAGE RESHLIDS IN THE SHIPMENT TO A VALUE WHOS 4 % CU. FT. ASTALAS REPORTED TO THE PARTY OF THE POST 6 K CU. FT. HATTER MAXIMUM AT ANOTHER BROTHAN BOTH THE SHOTHAN BETT OF THE WEIGHT HE STATE SHIT HOUSE THE SHITH HE STATE STATES WOVING BIRD SKOTARD SESTITAM MATTRESS CARTONS (Not exceeding) A LIAV CHRALDED PER AGREES TO PAY CHARGES IN CASH, MONEY ORDER, OR CERTIFIED CHEC PRIOR TO COMPLETE DELIVERY. IF CREDIT ARRANGEMENTS ARE MADE MATTRESS CARTONS (NOT EXCEEDING) MATTRESS CARTONS (EXCEEDING 54 X 78) 4 NME GLASS CONTAINERS MINIMUM CU.FT. HO TWENGTH WEIGHT OF SHIPMENT (WEIGHT TICKETS ATTACHED)O AWOOD BOXES OR CHATES MINIMUM 90 3001HB YAWHOLH GROSS WEIGHT 19 YW - TRO LES WEIGHMASTER TENE YEAR THOUT HE HE TO AN INCHES HE HE TO AN INCHES HE HE TO AN INCHES WEIGHMASTER HE TO AN INCHES HE TO AN BOXES OR CRATES TOW MAHT CO. FT. SHITO THE MEANS: TARE WEIGHT **NET WEIGHT** TOTAL PACKING CHARGES APPLIANCE SERVICE JOB CODE OTHER SERVICES ORDER BOOKED BY PACKED BY ABBIER, DELIVERY CANLOT BE MADE TRANSPORTATION: MHT. HE MILES 1074 HE NET WT. TRANSPORTATION OF STORAGE IN TRANSIT SHIPMENT MILEAGE RATED SHIPMENTS OUT LIABILITY WAREHOUSE TO DESTINATION: MILES UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM CLABILITY-FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM YALUE DECLARED BY THE SHIPPER OF AN AMOUNT EQUAL TO \$1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER, \$1.50, WOLTANDED SHOW OF THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S STORAGE IN TRANSIT 30 DAYS OR FRACTION WAREHOUSE HANDLING STORAGE VALUATION CHARGES ARIFF, SHIPPER HEREBY RELEASES THE ENTIRESHIPMENT TO A VALUE NOT EXCEEDING 3.5 AT INST AND PLACE HAMED BY EXTRA PICKUP/DELIVERY HOISTING OR PIANO HANDLING WHAPER OF GENERAL PHANCE AND THE NAMES OF T DESCRIBED IN THE BILL OF LADING AND THE NAMES OF T STAIRS, ELEVATORS OR CARRIES MSIGNE YOMA ROMEN 21 ROLL THE TOTO BE COMPLETED BY PERSON SIGNING BELOW) TRANSPORTATION VALUATION CHARGES NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SP ICTY SHALL BE PIAID TO OWNER DI YWN HANDWRITING, EITHER HIS DECLAPATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIP-DEPOSITS REC'D. IN PREPAYMENT. AROURSTSO BEN SPAID TO APPLY RECEIVED BALANCE PAYABLE ENT IN POUNDS BALANCE DUE FOR ANYLOSS OR DAMEDE HALLOST OR DELAY, MUST BE FRED IN WRITING SIGNEE AS SHOWN ON FACE BEREON OF IN CASE OF FAILURE TO MAKE 1924 S. AS ALL MUNICH PROBESS AFTER DESIVERY GOODS RECEIVED IN GOOD CONDITION EMIT PATE EXCEPT AS NOTED HEREON OR ON INVENTO HOUR SHALL NOT BE TIABLE AND BUICH อหิดเอเพติล ฮิเทอฮิลิกศ์ DELIVERY

IMPORTANT TERMS & CONDITIONS ON BACK

T BILL ''OD DIA EMRET TOATHOO PRIVIOLIGE HT ESERAND DIA ESTAR ENDITALUSER ESTUR IT TOATHOONTE ORDER TAKEN 8/5/97 DATE SERVICE RECTO 8/23/97	TITIONS APPLY TO ALL TRA HIS TARDELL VON AND CONDITIONS OF UNIFO	AM HOUSEHOLD GOOD	OF LADING	TO ALL OTHER TO
THIS CONTRACTING STREET TO ALL THE ATMENTARIEFS AS PUBLISHED BY OR ON FILE WITH JOY NORTHER FOLLOWING TERMS, AND CONDITIONS.	A SAITLAITH NOTANIHEAW AH T. IS TAXBESTED TO READ THESE U. CONFERN INSTRUCTIONS AND A TO SEO I. IACIEVHA BORD.	ES, AND CHARGES, IN CARRISAND TRANSPORTATION COMMON COMPON COMPON COMPON COMPON COMPON COMPON COMPON COMPON COMPON	NO QUEST THE NO TOTAL HE SE THE THE WORLD THE THE HOUSE PE THE SERVICE THE SERVICE THE SERVICE TO THE SERVICE THE	EWHILE BEING BIT
ON TOARRIED OF HELD IN STORAGE-IN-TRANSIT EXC NOTES, CUPRENCY, MONEY, POSTAGE STAMP METALS, OR ARTICLES OF PARTICULARLY SHAP AND EXCEPT LOSS OR DAMAGE CAUSED BY OFF ROOJS (A) FROM AN ACT, OMISSIONOR ORDER OF	S. LETTERS, OR VALUABLE RENT OR EXTRACRDINARY \ SELLING: SHIPPERIOR AREVUSO	WOR OF PEHISHABLE ARTICLE PARERS OF ANY KIND, JEW VALUE WHIGH-ARE-NOT-SPEC	FIFCALLY LISTED ON THE E ROYALENCE CONTROL OF THE E	TELKIA CK UP ADDRESS
ENOUGH TO FROM INSECTS MOTH VERMINAND OF THE PROPERTY OF THE PROPERTY OF THE WITH PROPERTY OF	THE ARTICLE INCLUDING SUS	the cold the first and the cold that the cold th	THE PERSON OF TH	OOK OUS I VI
ODER THE WITH PROGUE MATERIAL AND A THE WITH PROGUE MATERIAL AND A THE WITH PROGUE MATERIAL AND A THE WATERIAL AND A THE WATERI	CTED ATTACK (A) BY ANSAC IR FORCES, OR (B) BY MILT ICES; (2) ANY WEAPON OF W ITEM, REBUTTION, BEVOLUTE ATING, OF DEFENDING AGE ATING, OF DEFENDING AGE S, CONFISCATION BY GREE NOR TRADE.	PART TO A LUMP SUM VALUE OF THE STATE OF THE	TO TRIBLE BY YETO FAPE ORIO 3 SYTO A DIDA ROYO ORIO 3 SYTO A DIDAY BY AND A DIDAY TO A THE A DITLEY A DIDAY I LEVILLY THE ENTRE SHIPM LEVILLY SYLVAN	UNLESTO OF HAND 4.00 PEPRENTERWIS SUM TOTARS VOODUN RESPONTS SUMULT NOTE WILL MOTE SAIGHT SHIPPER HEREBY RE
THE OMA (E) FROM STRIKES LOCKOUTS LABOR OF PART IN ANY SUCH OCCURRENCE OR DISCRETE OF FROM ACTS OF GOD WHEN THE SHIPP CENTS PER POUND PER ARTICLE; OR 171.	O INVO ETOIR ETELEMENTS O JUNO ETOIR ETELEMENTS O JUNOVENT ETELEMENT NE	OMMOTIONS, OR THE ACTS (DE ANY PERSON OR PERSON MENTATRA YALKS YESTER	ONS TAKING CEEDING-60
(G) FROM BREAKAGE OF CHINA, GLASSWA THE CARRIER OR UNLESS SUCH BREAKAGE OF EACH ARTICLE IN THE SHIPMENT TO A VA	RESULTS FROM NEGLIGENCE PO 60 ENCEDING 60 CEV VICU. FT	RABECTES OF A TAIN TO SEE TO THE POST OF T		HE VALUE THE MANUAL THE PARTY OF THE PARTY O
EGARRIER'S MAXIMUM LIABILITY SHALL BE EI (1)(a) IN THE CASE OF SHIPMENTS MOVING TIMES THE ACTUAL WEIGHT (IN-POUNDS) OF (1)(b) IN THE CASE OF SHIPMENTS MOVING (LUMP SUM TOTAL DECLARED VALUATION SE	AT MILEAGE RATES WITHE A THE SHIPMENT, OR THE LUM SATOROUPHE WATES WITHE A	ID SIIM DECLARED VALUE WH	IL HEVER IS GHEATER. WARREN	的一个人们们是是有"一个人"。
CTION 2. THE CARRIER SHALL NOT BE LACK OF CAPACITY OF ANY HIGHWAY, BRIDGE FROM ANY CAUSE OTHER THAN NEGLIGENCE	LIABLE FOR DELAY CAUSED OR FERRY, OR CAUSED BY	BY HIGHWAY OBSTAULTION OBREAKDOWN OF MECHANICAL	REFERENCE OF THE PERSON OF THE	HIGHWAYS OF TOURISH OF THE PROPERTY OF THE PRO
SCHEDULE, MEANS, VEHICLE OR OTHERWISE I	WT38 3TUON NO NSINRAD YN LBS. TOTAL PACKING	VEEN THE POINT OF SHIPMEN	AND THE POWT OF DESTIN	TARE WEIGHT NOITAN
SECTION 3. SHIPPER SHALL: (A) BE LIABLE FOR ANY AND ALL CHARGE AND (B) INDEMNIFY CARRIER AGAINST LOSS O OR GOODS.	S APPLICABLE UNDER CARR R DAMAGE CAUSED BY NCL	THE VAC DIVA STATIFAT STATIF SOOKED BY A STATIFIED TO THE STATIFIED TO THE STATIFIED TO THE STATIFIED TO STAI	REFOR AS PROVIDED IN S. I REGRO EXPLOSIVES OR DANGEROL MENTER OF THE MENTER OF THE MEN	PACKED BY STANDART OIL CONTROL
SECTION 4. IF FOR ANY REASON OTHER THEREOF, OR AT ANY CHANGED ADDRESS OF WIN SHIPMENT TO BE STORED IN A WAREHOUS WITHOUT LIABILITY ON THE SART OF THE CAR LAWFUL CHARGES	RIER, AT THE COST OF THE C	OWNER, AND SUBJECT TO ALL	IEN FOR ALL ACCRUED TA	FF AND OTHER
RECTION 5. IF SHIPMENT IS REFUSED BE RECEIVE OR CLAIM IT WITHIN FIFTEEN (15) DA POST OFFICE ADDRESSES SHOWN ON FACE DANCE WITH CARRIER'S APPLICABLE TARIFF AUTHORIZED BY LAW, OR (B) AT PUBLIC AUCTICARRIER, THIRTY (30) DAYS NOTICE OF WHICH	Y CONSIGNEE AT DESTINAT YS AFTER WRITTEN NOTICE HEREOF OR HE SAMPER FAI CARRIER MAY SELTHE F ON TO HIGHEST BIDDER FOR USALE SMALL HAVE BEEN GI	TO TALLES THUOMA IA SO FISH TION, OR IF SHIPPER, CONSIGN BY UNITED STATES MAIL AD ILLS OR REFUSES TO PAY 122 PROPERTY AT ITS OPTION, TO PROPERTY AT ITS OPTION, TO VEN IN WRITING TO SHIPPER	INCLUDE TO THE TOP TOP THE TOP THE TOP THE TOP TOP THE TOP THE TOP TOP THE TOP	MUSAYLU SIT GENTA DERTY FALLS & COST DE CONSIGNEE AT AGES IN ACCOR
CARRIER, THIRTY (30) DAYS NOTICE OF WHICH BEEN PUBLISHED AT LEAST ONCE A WEEK FO OF SALE, A NOTICE ITHEREOF CONTAINING! AF CONSIGNOR AND CONSIGNEE. THE PROCEET SHIPMENT AND TOWARD EXPENSES OF NOTIC SALE, AND THE BALANCE, IF ANY, SHALL BE SRIPMENT MAY BE SOLD AT PUBLIC OR PRIVA PREVENT DETERIORATIONOR FURTHER DETER SUD BONAJAB	DESCRIPTION OF THE PROP DIS OF ANY SALE SHALL BE SE, ADVERTISING AND SALE,	ERTY AS DESCRIBED IN THE APPLIED TOWARD PAYMEN AND OF STORING CARING	BILL OF LADING, AND THE IT OF LAWFUL CHARGES OF AND MAINTAINING PRO	NAMES OF THE APPLICABLE TO PERTY PRIOR TO
SECTION 6. AS A CONDITION PRECEDEN WITH CARRIER WITHIN NINE (9) MONTHS AFT DELIVERY, THEN WITHIN (9) MONTHS AFTER A WITHIN TWO (2) YEARS AND ONE (1) DAY FRO	T TO RECOVER A CLAIM FOH TER DELIVERY TO CONSIGN REASONABLE TIME FOR DEL M THE DATE WHEN NOTICE I	R ANY LOSS OH DAMAGE, INDI IEE AS SHOWN ON FACE HE LI VERY HAS EL APSED, AND SI N'WRITING IS GIVEN BY CARI N'THE NOTICE WHERE A CLA	TREOF, OR IN CASE OF FA HIT MUST-BE INSTITUTED A HIER TO THE CLAIMANT TH HIM IS NOT FILED OR SUIT	AILURE TO MAKE GAINST CARRIER AT CARRIER HAS NOT INSTITUTED
THEREON IN ACCOMPANCE WITH THE FOREGOI	NG PROVISIONS, CARRIER SH X YRAVUAG TRIBODA	DATE OF BE EIGHT AND GOOD	H A CLAIM WILL NOT BE PAI	X 20000 9C9



Office of the Attorney General

Christine O. Gregoire, Attorney General

Statewide Toll Free Number: 1(800) 551-4636 Hearing Impaired: 1(800) 276-9883

Dear Consumer,

Enclosed is the consumer complaint form which you requested. Please complete it and return it with copies of documents relating to the problem. Send it to the nearest Consumer Resource Center listed at the top of the complaint form.

When your complaint is received, it will be reviewed by our staff. If it can be handled by our office, we will contact the business and ask for their response. If the business does not respond or chooses not to adjust your complaint, our office cannot require it to do so. You will then receive information on other possible means of resolving the complaint.

If your complaint concerns a subject normally handled by another agency, we will forward the complaint to that agency, and notify you of the transfer.

Some complaints deal with disputes over the details of a transaction rather than an actual violation of the law, and often our office is unable to handle such complaints. If that is the case with your complaint, we will inform you of other ways to work out the problem.

Your complaint will be kept in our files and will aid in determining the need for further action by our office. Your time in submitting this information is appreciated, and we hope our office can aid in resolving your complaint.

Consumer Resource Center



Christine O. Gregoire

ATTORNEY GENERAL OF WASHINGTON

900 Fourth Avenue #2000 • Seattle WA 98164-1012

January 8, 1998

B R GEDDES PO BOX 2312 LYNNWOOD WA 98036

Re: Duncan & Bros Moving Co File #10-97-23059

Dear B R Geddes:

Your complaint to this office regarding Duncan & Bros Moving Co has been assigned to me. I will contact the business for its response to your complaint and will then contact you. Normal handling of complaints takes about three weeks, although many businesses do make prompt adjustment of valid complaints.

If the business does not respond or declines to adjust your complaint, this office cannot require it to do so, nor does the Consumer Protection Act give us permission to act as your private attorney. Our office brings lawsuits in the name of the State of Washington against businesses for violating the Consumer Protection Act. Because both staff and budget are limited, only cases which involve the greatest harm to the public can be prosecuted.

If the office is unable to resolve this complaint, I will inform you of alternatives. If you need to contact me, please write to me and note your file number 10-97-23059, or call me at 206-464-6367.

Barbara Chambers Consumer Representative Consumer Protection Division

In Washington Call Toll Free 800-551-4636 For Hearing Impaired - TDD - 800-276-9883

. Jadai Pravá

000321

STATE OF WASHINGTON

DEBORAH SENN STATE INSURANCE COMMISSIONER



OLYMPIA OFFICE:

P.O. BOX 40256 OLYMPIA, WA 98504-0256 Phone: (360) 753-7300

January 2, 1998

INSURANCE COMMISSIONER

DUNCAN BROS. MOVING 6601-220TH S.W., SUITE 3 MOUNTLAKE TERRACE, WA 98043

COPY FOR YOUR

RE:

B.R. Geddes

Dear Sir/Madam:

Enclosed is a copy of a complaint our office recently received. Please review your policy and/or claim file and respond to all the issues raised in the complaint. If the claim has been resolved, please indicate how the claim has been resolved. If not resolved, indicate your plans for resolution. The response should include all available documentation that would help resolve any factual disputes. Include the amount(s) paid to date on behalf of the complainant(s) for each line of coverage.

A detailed written response within 15 working days of your receipt of this letter is required under WAC 284-30-360 and 650.

0.5

Sincerely,

FREDERIC DENZER, CIC Insurance Compliance Officer, PC

FD:jc Enclosure

cc:

B.R. GEDDES P.O. BOX 2312 LYNNWOOD, WA 98036