

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-010 Purpose and application. (1) The legislature has declared that operating as a motor carrier of freight, including household goods, for compensation over the highways of this state is a business affected with a public interest and should be regulated. The purpose of these rules is to carry out the policies set forth in RCW 81.80.020 as they apply to household goods carriers, by establishing standards for public safety, fair competitive practices, just and reasonable charges, nondiscriminatory application of rates, adequate and dependable service, consumer protection, and compliance with statutes, rules and commission orders.

(2) This chapter applies to all intrastate household goods carriers.

(3) Nothing in this chapter relieves any household goods carrier from its duties and obligations under the laws of the state of Washington including, but not limited to, public utility, labor, employment, and other taxes, and business and vehicle licensing requirements.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-020 Definitions. For the purpose of this chapter, the words, terms, and phrases in this section have the following meaning:

~~((1))~~ **"Accessorial services"** means any services provided by a household goods carrier that supplement, or are secondary to, the transportation of household goods, including, but not limited to, packing and unpacking, wrapping or protecting a portion of the shipment, and providing special handling of household goods.

~~((2))~~ **"Agent"** means a permitted carrier, who, under the provisions of a formal written agreement, performs services on behalf of another permitted carrier.

~~((3))~~ **"Application docket"** means a commission publication listing applications requesting operating authority, and commission action taken on applications for temporary authority.

~~((4))~~ **"Authority"** means the rights granted to a common carrier to transport household goods.

~~((5))~~ **"Cancellation"** means an act by the commission to terminate a household goods carrier's authority.

~~((6))~~ **"Commission"** means the Washington utilities and transportation commission.

~~((7))~~ **"Common carrier"** means any person who undertakes to

transport property, including household goods, for the general public by motor vehicle, for compensation over the public highways. This term also includes transportation under special and individual contracts or agreements.

~~((8))~~ **"Constructive weight"** means a weight based on a formula of seven pounds per cubic foot of properly loaded van space occupied by the ~~((shipper's))~~ customer's goods.

~~((9))~~ **"Consumer"** means a person or entity that hires a household goods carrier.

~~((10))~~ **"Customer"** means a person or entity that hires a household goods carrier.

~~((11))~~ **"Exempt carrier"** means any person operating a motor vehicle exempt from certain provisions of Title 81 RCW pursuant to RCW 81.80.040.

~~((12))~~ **"Filing"** means any application, petition, tariff proposal, annual report, comment, complaint, pleading, or other document submitted to the commission.

~~((13))~~ **"Household goods carrier"** means a common carrier transporting household goods within the state of Washington.

~~((14))~~ **"Household goods"** when the term is used in connection with transportation, means 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, and is transported between residences or between a residence and a storage facility, with the intent to later transport to a residence. This term excludes transportation of customer packed and sealed self-storage ~~((type))~~ containers that are delivered to and from a self-storage facility, when that transportation is provided in conjunction with a self-storage agreement executed in good faith, and when no accessorial services are provided by a motor carrier in connection with the storage or the transportation of the container.

~~((15))~~ **"I"** means a household goods carrier or ~~((shipper))~~ customer, depending upon the context of the rule.

~~((16))~~ **"Loaded weight"** means the weight of a motor vehicle obtained when:

~~((a))~~ • The ~~((shipper's))~~ customer's goods are loaded into the vehicle;

~~((b))~~ • The vehicle's fuel tank is full;

~~((c))~~ • All pads, chains, dollies, hand trucks, and other equipment needed in the transportation of the shipment are on board the vehicle;

~~((d))~~ • The vehicle's crew is not on board the vehicle.

~~((17))~~ **"Local move"** means all moves taking place within the limits of a city or town or moves specifically defined as local in the commission tariff.

~~((18))~~ **"Long distance move"** means any move not meeting the definition of a local move.

~~((19))~~ **"May"** means an option. You may do something but it

is not a requirement.

"May not" means to prohibit from doing something.

~~((20))~~ **"Motor carrier"** means "common carrier," "exempt carrier," and "private carrier," as defined in this chapter.

~~((21))~~ **"Motor vehicle"** means any vehicle, machine, tractor, trailer, or semi-trailer, propelled or drawn by mechanical power, or any combination of such vehicles, used upon the highways in the transportation of property, including household goods. A motor vehicle is not a self-storage container.

~~((22))~~ **"Must"** means a legal obligation. You are required to do something.

~~((23))~~ **"Net weight"** means the weight of the goods shipped by the consumer. It is determined by subtracting the tare weight of a motor vehicle from the loaded weight.

~~((24))~~ **"Permit"** means a document issued by the commission describing the authority granted to a household goods carrier under the provisions of chapter 81.80 RCW, as amended. A permit may be temporary or permanent in duration, and may allow a household goods carrier to transport household goods throughout the state of Washington or limit the household goods carrier to transportation of household goods in designated areas of the state.

~~((25))~~ **"Person"** includes any individual, firm, corporation, company, or partnership.

~~((26))~~ **"Private carrier"** means persons who transport their own household goods, household goods being bought or sold by them in good faith, or transport household goods purely as an incidental adjunct to some established business owned or operated in good faith.

~~((27))~~ **"Registered carriers"** means motor carriers operating in interstate or foreign commerce under authority issued by the Interstate Commerce Commission, the U.S. Department of Transportation, or a successor agency.

~~((28))~~ **"Registered exempt carriers"** means motor carriers operating in interstate or foreign commerce under the exemptions of the Federal Motor Carrier Act without interstate authority issued by the Interstate Commerce Commission, the U.S. Department of Transportation, or a successor agency.

~~((29))~~ **"Shipper"** means a person or entity that hires a household goods carrier.

~~((30))~~ **"Small business"** means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that is owned and operated independently from all other businesses, that has the purpose of making a profit, and that has fifty or fewer employees.

~~((31))~~ **"State"** means the state of Washington.

~~((32))~~ **"Suspension"** means an act by the commission to temporarily withhold a household goods carrier's authority.

~~((33))~~ **"Tare weight"** means the weight of an empty motor vehicle obtained when:

((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; and

((c)) • The crew is not on board the vehicle.

((34)) "**Tariff**" means a publication containing the rates and charges that must be assessed on shipments of household goods and the rules that govern how rates and charges are assessed.

((35)) "**Transportation of household goods**" means the for hire movement of household goods by motor vehicle over the public highways of the state. This includes providing estimates, arranging for receipt, delivery, storage in transit, handling, and providing any accessorial services in connection with that movement.

((36)) "**Us**" means the Washington utilities and transportation commission.

((37)) "**We**" means the Washington utilities and transportation commission.

((38)) "**You**" means a household goods carrier, (~~shipper~~) customer, insurance company, or other person or entity, depending on the context of the rule.

NEW SECTION

WAC 480-15-035 Exemptions from rules. (1) The commission may grant an exemption of any rule in this chapter when doing so is consistent with the public interest, the purposes underlying regulation, and applicable statutes.

(2) To request a rule exemption, a company must file with the commission a written request identifying the rule for which an exemption is sought and giving a full explanation of the reason the exemption is requested.

(3) The commission will assign the request a docket number, if needed, and schedule the request for consideration at one of its regularly scheduled open meetings or, if appropriate under chapter 34.05 RCW, in an adjudication. The commission will notify the company requesting the exemption, and other interested persons, of the date the commission will consider the request.

(4) The commission will issue an order granting or denying the request or setting it for hearing, pursuant to chapter 480-09 WAC.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-260 ((Are there)) Exceptions to the application process (?). ((We)) (1) The commission will grant an application for permanent authority without temporary permit operations, public notice, or comment if((+)

~~(1))~~ the applicant is fit, willing, and able to provide service~~((+))~~, and

~~((2))~~ the application is filed to transfer or acquire control of permanent authority for the following reasons:

(a) A partnership has dissolved due to the death, bankruptcy, or withdrawal of a partner, and that partner's interest is being transferred to a spouse, or to one or more remaining partners (~~or a spouse~~);

(b) A shareholder in a corporation has died and that shareholder's interest is being transferred to a surviving spouse or one or more surviving shareholders;

(c) A sole proprietor has died and the interest is being transferred as property of the estate;

(d) An individual has incorporated, and the same individual remains the majority shareholder;

(e) An individual has added a partner, but the same individual remains the majority partner;

(f) A corporation has dissolved and the interest is being transferred to the majority shareholder;

(g) A partnership has dissolved and the interest is being transferred to the majority partner;

(h) A partnership has incorporated, and the partners are the majority shareholders; or

(i) Ownership is being transferred from one corporation to another corporation when both are wholly owned by the same shareholders.

(2) The commission will grant an application for permanent authority without temporary permit operations, after the application has been published on the application docket subject to comment for thirty days, if the applicant is fit, willing, and able to provide service and the application is filed to transfer or acquire control of permanent authority for the following reasons:

Ownership or control of a permit is being transferred to any shareholder, partner, family member, employee, or other person familiar with the company's operations and the household goods moving services provided; and

(a) The permit has been actively used by the current owner to provide household goods moving services during the twelve-month period prior to the application; and

(b) The application includes a certified statement from the applicant and the current owner explaining why the transfer of ownership or control is necessary to ensure the company's economic viability; and

(c) The application includes a certified statement from the applicant and the current owner describing the steps taken by the parties to ensure that safe operations and continuity of service to customers is maintained.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-490 Tariff and rates, general. (1) **What is a tariff?** A tariff is a publication containing the rates and charges that household goods carriers must assess on shipments of household goods, including rules that govern how rates and charges are assessed.

(2) **How are tariff rates and charges established?**

(a) Pursuant to RCW 81.80.130 and 81.80.150, the commission publishes tariffs to be used by all household goods carriers, or allows household goods carriers to file individual tariffs if the commission finds it is impractical to publish tariffs for certain commodities or services. The commission determines the rates and charges contained in the tariffs by commission order following notice and hearing. Under RCW 81.80.130, the commission must set fair, just, reasonable, and sufficient rates and charges. ((We)) The commission will do this by setting minimum and maximum rates.

(b) Upon the effective date of these rules, and continuing until such time as the commission, after notice and hearing, determines a different rate level, household goods carriers (~~may charge no more than fifteen percent above the current tariff rates and charges and no less than thirty-five percent below the current tariff rates and charges contained in the commission's household goods tariff on the effective date of these rules~~) must assess rates and charges within a band.

(i) The maximum rates and charges must be no more than twenty percent above the rates and charges as published by the commission in Tariff 15A in effect on February 1, 2000.

(ii) The maximum rates and charges established in (b) (i) of this subsection will be adjusted each June 1, through 2005, by an index calculated using the first-quarter Implicit Price Deflator (IPD) of the Gross Domestic Product as follows:

$$\frac{\text{Index for Current Year}}{\text{Quarter/IPD for Current Year First Quarter}} = \frac{\text{IPD for Previous Year First Quarter}}{\text{Quarter/IPD for Previous Year First Quarter}}$$

Example: Using the following data:

<u>IPD for Previous Year First Quarter</u>	<u>102.35</u>
<u>IPD for Current Year First Quarter</u>	<u>103.83</u>

Index for Current Year is calculated as follows:

<u>IPD for Current Year First Quarter</u>	<u>103.83</u>
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<u>Divided by IPD for Previous Year First</u>	<u>102.35</u>
<u>Quarter</u>	
<u>Equals Index for Current Year</u>	<u>= 1.0145</u>

Maximum Rate or Charge is calculated as follows:

<u>Maximum Rate for Previous Year</u>	<u>\$ 100.00</u>
<u>Multiplied by Index for Current Year</u>	<u>x</u>
	<u>1.0145</u>
<u>Equals the Maximum Rate for</u>	<u>= \$ 101.45</u>
<u>Current Year</u>	

Round the maximum rate to the next \$.01, with \$.005 and greater rounded up and less than \$.005 rounded down

(iii) The minimum rate or charge is fixed at no less than forty percent below the maximum rate or charge established in (b) (i) of this subsection.

(3) **Who must have tariffs?** Each person holding household goods permit authority must purchase and display at least one copy of the current tariff, and pay applicable tariff maintenance fees. Any interested person may purchase a copy by paying the applicable fees in advance.

(4) **Where must ((I)) a household goods carrier display ((my)) its tariffs?** ((You)) A household goods carrier must display a current copy of the tariff in ((your)) its main office and in each billing office.

(5) **Who must charge rates contained in the tariff?** All household goods carriers must charge the rates and charges, and comply with the rules contained, in the tariff unless ((we have)) the commission has approved, in writing, deviations from the tariff.

(6) **Is the tariff the only publication ((I need)) a household goods carrier needs to use to determine rates?** ((We)) The commission may adopt other publications that will be used to assess rates. If we do, we will notify tariff subscribers of the change.

(7) **Where may the public view tariffs?** Tariffs are public documents and you must make them available for the public by posting copies at your main office and any billing office. Tariffs are also available for review at our headquarters office.

(8) **How much does a tariff cost?** The cost of tariffs may change periodically depending on our costs for compiling, printing, distributing, and maintaining them. To find out the current cost, you may contact the commission as described in WAC 480-15-060.

(9) **Are copies of current or expired tariff pages available?** ((We)) The commission will supply you with current or expired single tariff pages upon request. Copies of entire expired tariffs, or entire tariffs applicable on a specific date in the past, generally

are not available.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-560 Equipment safety requirements. (1) **What is the commission's equipment safety policy?** All motor vehicles operated under the provisions of this chapter must be at all times:

- (a) Maintained in a safe and sanitary condition;
- (b) Free of defects likely to result in an accident or breakdown;

and

(c) Made available for inspection by commission representatives.

All motor vehicles having safety defects likely to result in an accident or breakdown will be placed out-of-service and taken off the road until such time as all out-of-service defects have been repaired and the motor vehicle is safe to operate.

(2) **How does the commission enforce this policy?** Commission representatives conduct inspections of motor vehicles and safety operations. These representatives may place out-of-service any motor vehicle having a defect defined in the *North American Uniform Out-Of-Service Criteria*. No motor vehicle which has been placed out-of-service may be operated until all out-of-service defects are repaired and the motor vehicle is safe to operate.

(3) **How must ~~((I))~~ a household goods carrier identify ~~((my))~~ its motor vehicles?** ~~((You))~~ A household goods carrier must display ~~((your))~~ its permit name and number, as registered with the commission, on both the driver and passenger doors of all power units.

(a) All markings on the power unit must be:

- (i) Clearly legible;
- (ii) No less than three inches high;
- (iii) In a color that contrasts with the background color; and
- (iv) Permanent. *Exception:* You may use temporary markings on vehicles you are operating under lease.

(b) If you have both intrastate and interstate authority, you must display either your commission permit number, federal permit number, or both, on the power unit.

(4) **What vehicle safety laws and rules must ~~((I))~~ a household goods carrier follow?**

(a) You must comply with:

(i) All state and local motor vehicle safety laws and rules including, but not limited to, those contained in this chapter;

(ii) The following parts of Title 49 of the Code of Federal Regulations (49 CFR), as adopted by reference in this chapter:

(A) 49 CFR Part 390: Safety Regulations, General; except:

(I) The terms "exempt motor carrier," "motor carrier," "motor vehicle," and "private carrier" have the meanings assigned to them in this chapter;

(II) The term "commercial motor vehicle" means any motor vehicle used by a household goods carrier to transport household goods, if either the vehicle has a gross vehicle weight rating or gross combination weight rating of ten thousand one pounds or more; or if the gross vehicle weight or gross combination weight is ten thousand one pounds or more;

(III) Whenever the term "director" is used, it shall mean the commission.

(B) 49 CFR Part 392: Driving of Motor Vehicles;

(C) 49 CFR Part 393: Parts and Accessories Necessary for Safe Operation; and

(D) 49 CFR Part 396: Inspection, Repair, and Maintenance (~~(+ and~~

~~(E) 49 CFR Part 397: Transportation of Hazardous Materials; Driving and Parking Rules)) .~~

(b) If you fail to comply with these laws and rules, ~~((we))~~ the commission may issue a citation to you, place your vehicle out-of-service, and/or initiate an administrative proceeding against you. See WAC 480-15-130(3).

(5) ~~((Am I))~~ **Are household goods carriers required to equip ((my)) their motor vehicles with anti-spray devices (mud flaps)?**

(a) Yes, all motor vehicles must be equipped with mud flaps which effectively reduce the spray or splash of water from the road.

(b) Mud flaps must be as wide as the tires on which they are mounted, and must extend from the top of the tires down to at least the center of the axle.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-570 Driver safety requirements. (1) What ~~((is))~~ are the commission's ~~((policy for))~~ driver safety requirements? No household goods carrier shall employ or allow any driver to operate a motor vehicle who fails to meet minimum criteria related to:

(a) Driver's licensing;

(b) Background and character;

(c) Physical qualifications;

(d) Hours of service; and

(e) Controlled substances and alcohol use testing.

(2) **How does the commission enforce those requirements?**

Commission representatives inspect driver and company safety records and documents to determine compliance with these rules. Additionally, the representatives may contact drivers during the course of investigations, inspections, or other routine commission business. The representatives may order out-of-service any driver meeting the conditions defined in the *North American Uniform Out-Of-Service Criteria*. No driver who has been placed out-of-service may operate a commercial motor vehicle until all

conditions which caused the driver to be placed out-of-service are corrected.

(3) ~~((With which))~~ **Driver qualification ((laws and regulations must I comply?)) requirements.**

(a) You must comply with:

(i) All state and local laws and rules governing driver safety, including, but not limited to, the rules in this chapter;

(ii) The following parts of Title 49 of the Code of Federal Regulations (49 CFR), as adopted by reference in this chapter:

(A) 49 CFR Part 390: Safety Regulations, General; except:

(I) The terms "exempt motor carrier," "motor carrier," "motor vehicle," and "private carrier" have the meanings assigned to them in this chapter;

(II) The term "commercial motor vehicle" means any motor vehicle used by a household goods carrier to transport household goods, if either the vehicle has a gross vehicle weight rating or gross combination weight rating of ten thousand one pounds or more; or if the gross vehicle weight or gross combination weight is ten thousand one pounds or more;

(III) Whenever the term "director" is used, it shall mean the commission.

(B) 49 CFR Part 382: Controlled Substance and Alcohol Use and Testing;

(C) 49 CFR Part 383: Commercial Driver's License Standards; Requirements and Penalties;

(D) 49 CFR Part 391: Qualification of Drivers; and

(E) 49 CFR Part 395: Hours of Service of Drivers.

(b) If you, or your driver, fail to comply with any driver safety law or rule, we may issue a citation to you or your driver, place your driver out-of-service, and/or initiate an administrative proceeding against you. See WAC 480-15-130(3).

(4) ~~((Are there any))~~ **Exceptions ((?—Yes,)) to the requirements in this rule.** The following exceptions apply:

(a) If your operations are exclusively in intrastate commerce, you are not subject to the following provisions:

(i) 49 CFR Part 391.11(b)(1): Minimum age requirements. The minimum age for drivers of motor carriers operating solely intrastate is eighteen years of age rather than the twenty-one years of age required to operate in interstate commerce.

(ii) 49 CFR Part 391.49: Waiver of certain physical defects. This part does not apply if the driver has obtained from the Washington department of licensing a driver's license with endorsements and/or restrictions allowing operation of the motor vehicle they are driving.

(b) If you are a single vehicle owner-operator and your operations are solely intrastate, you are not subject to the following provisions:

(i) 49 CFR Part 391.21: Application for Employment;

- (ii) 49 CFR Part 391.23: Investigation and Inquiries;
- (iii) 49 CFR Part 391.25: Annual Review of Driving Record;
- (iv) 49 CFR Part 391.27: Record of Violations;
- (v) 49 CFR Part 391.31: Road Test; and
- (vi) 49 CFR Part 391.33: Equivalent of Road Test.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-620 (~~What~~) Information household goods carriers must (~~to~~) provide to (~~each shipper?~~) customers. (1) You must give each (~~shipper~~) customer a copy of the commission brochure, "*Your Rights and Responsibilities as a Moving Company Customer*":

- (a) At the time you issue a written nonbinding estimate;
- (b) At the time you issue a written binding estimate;
- (c) If you issue neither a written estimate or a written nonbinding estimate, prior to loading the shipment; or
- (d) Upon request, by the (~~shipper~~) customer.

(2) The brochure is available from the commission and contains (~~the text shown below~~) consumer information about selecting a moving company, estimates, rates and tariff charges, payment terms, change orders, supplemental estimates, preparing articles for shipment, valuation protection for loss and damage of goods, expedited service, small shipments, temporary storage, bill of lading contracts, loss and damage claims, informal complaints, and formal complaints. The commission may (~~choose to: Add information, present information in a different format than shown below, or~~) also present information in different formats for various media (printed materials, on-line materials, fact sheets, brochures, etc.).

~~(YOUR RIGHTS AND RESPONSIBILITIES
AS A MOVING COMPANY CUSTOMER)~~

~~**Important information:** As a shipper of household goods in the state of Washington, the Washington utilities and transportation commission requires that your mover provide you with the following important information. Please take the time necessary to read it thoroughly.~~

~~**Make sure you know the full name, address and phone number of the mover:** Some movers perform the transportation themselves. Others act as agents for other movers who do the actual hauling. In other instances, the transportation is arranged by brokers. You should be sure to obtain the complete and correct name, business address, and telephone number of the mover who is to transport your shipment, and keep that mover informed as to how and where you may be reached~~

at all times until the shipment is delivered.

1. Estimates. Your mover will provide you with a written estimate if you request one. Commission rules require that all estimates must be written -- oral or telephone estimates are not permitted.

A. The accuracy of the estimate you receive depends upon cooperation between you, as the shipper, and the mover. The mover cannot provide an accurate estimate unless you provide the mover with sufficient information upon which to base the estimate. This includes, but is not limited to:

- Accurately describing all articles to be included in the shipment. This requires you to carefully consider
- Accurately describing any problems the household goods mover may encounter at the pickup point: Are
- Accurately describing special services you wish to be performed during your move. For example:
- Accurately describing conditions at the delivery point: Will delivery involve the use of stairs, elevators, or

B. Supplemental estimates. The mover must provide to you an additional (supplemental) estimate if there are additional items and services to be performed which were not covered by the original estimate. For example: Services and items you may have intended to take care of yourself but were unable to accomplish. Before the mover performs the additional services, those services must be listed on a supplemental estimate and you must, by signature, accept the supplemental estimate.

C. Types of estimates.

1. Binding estimates of total cost. Binding estimates are provided at the option of the mover. Some movers may not offer binding estimates. When you receive a binding estimate, you cannot be required to pay any more than the amount shown in the binding estimate. However: If you request the mover to provide more or different services than those included on the estimate, the mover must provide you with a supplemental estimate. You will then be expected to pay the total of the original binding estimate, plus the amount shown on the supplemental estimate, at the time of delivery.

If you agree to a binding estimate, you are responsible for paying the total charges due. If you are unable to pay at the time the shipment is delivered, the mover may place your shipment in storage, at your expense, until the charges are paid.

2. Nonbinding estimates of approximate costs. A nonbinding estimate is not a bid or a contract. It is provided by the mover to give you a general idea of the cost of the move, but does not bind the mover

~~to the estimated cost. It does not guarantee that the final cost of your move will be the same amount as the estimate.~~

~~You must pay the transportation and other charges computed in accordance with the tariff published by the Washington utilities and transportation commission. However, in no instance will you be required to pay more than:~~

~~(a) On hourly-rated shipments:~~

~~(i) One hundred twenty five percent of the amount of the estimate (and any supplemental estimates) for your move; and~~

~~(ii) One hundred fifteen percent of the amount of the estimate (and any supplemental estimates) for accessorial services provided during your move.~~

~~(b) On distance-rated shipments: One hundred fifteen percent of the amount of the estimate (and any supplemental estimates) for your move.~~

~~If the charges at the destination exceed the amount of the original estimate plus any supplemental estimate, the mover must, at your request, deliver the shipment to you upon payment of one hundred ten percent of the estimate. The mover will defer payment of the balance of the amount due for thirty days.~~

~~**3. Paying for your move.** Most carriers insist that you pay in cash, by money order, or by certified check. However, you may arrange in advance for the carrier to extend you credit. If the carrier will accept payment by credit card or personal check, be sure this arrangement is noted on the agreement. If a carrier accepts credit arrangements at the beginning of your move, the carrier must accept the same credit arrangements for the final bill.~~

~~**4. Tariffs.** The tariff is published by the commission. It contains rates, charges, and rules governing the transportation of household goods. The tariff is available for public inspection at the mover's office. The tariff includes special provisions governing shipments to be picked up or delivered at more than one place, overtime charges, packing and marking, furnishing of boxes, and carrying goods up and down steps.~~

~~**5. Preparing articles for shipment.** Some articles, such as large appliances and stereo sets, may require special servicing to prepare them for being moved, such as disconnection. If the mover provides these services there may be an extra charge. If you wish to avoid extra per-hour charges, you should consider taking down drapes, blinds, mirrors, and any other articles attached to the walls.~~

~~Movers are not responsible for articles of extraordinary value. You should never pack the following items with your other belongings:~~

- jewelry
- money
- valuable papers
- valuable collections
- coins
- inflammables
- dangerous articles

6. Valuation protection for loss and damage. All movers are required to assume liability for the value of the goods which they transport. However, there are different levels of valuation protection, and consumers should be aware of the amount of protection provided and the charges for each option.

The dollar amount of responsibility your mover assumes for loss or damage to your household articles is up to you. You choose the dollar amount. What the mover is or is not responsible for is printed on the mover's standard bill of lading. Ask your mover for a sample bill of lading and read it before you move.

Most movers offer four different levels of liability. Generally, your choices are:

Option 1: Basic value protection.

This is the most economical protection option available. This option provides minimal protection at no additional cost, but may be inadequate in case of a major or total loss (as in the case of the moving truck being involved in an accident). Under this option, the mover assumes liability for only sixty cents per pound per article. Loss or damage claims are settled based on the pound weight of the article multiplied by sixty cents. For example: If a ten-pound stereo, valued at one thousand dollars were lost or destroyed, the mover would be liable for six dollars. You should think carefully before selecting this level of protection. There is no charge for this minimal protection, but you must sign a specific statement on the bill of lading agreeing to it.

Option 2: Depreciated value protection.

Under this option, the valuation of your shipment is based on the total weight of the shipment times two dollars per pound. For example, a four thousand-pound shipment would have a maximum liability of eight thousand dollars. Any loss or damage claim under this option is settled based on the depreciated value of the lost or damaged item(s) up to the maximum liability value based on the weight of the entire shipment. Under this option, if you shipped a ten-pound stereo that originally cost one thousand dollars, the

~~mover would be liable for up to one thousand dollars, based on the depreciated value of the item. There is a charge for this type of protection.~~

~~**Option 3: Replacement cost coverage, with a deductible, and**~~

~~**Option 4: Replacement cost coverage, with no deductible.**~~

~~Coverage under these plans is also referred to as "full value protection" or "full replacement value." If you choose to purchase full value protection, articles that are lost, damaged or destroyed will either be repaired, replaced with like items, or a cash settlement will be made for the current market replacement value regardless of the age of the lost or damaged item. Unlike the other options, depreciation of the lost or damaged item is not a factor in determining replacement value. The prices for these types of coverage are set in the tariff and are based on a charge per one hundred dollars of declared value. Declared value is the amount which you, the shipper, state in writing on the bill of lading. It must be equal to or exceed the figure determined by multiplying the weight of your shipment times three dollars and fifty cents. For example: If your shipment weighs five thousand pounds, the minimum declared value upon which you will be required to pay valuation charges must be at least seventeen thousand five hundred dollars.~~

~~Normally, replacement cost protection will not apply to antiques, fine art, paintings, statuary or other similar articles which, by their inherent nature, cannot be replaced with new articles. Shippers should arrange for third party insurance on these items.~~

~~Replacement cost protection does not normally cover memorabilia, souvenirs and collector's items, or other articles when the age of the item or its history contribute substantially to the value of the article. The valuation for these articles reverts to the depreciated or fair market value basis.~~

~~**7. Weights.** For distance-rated moves, the transportation charge you will be assessed depends on the weight of the goods you ship. To determine the net weight of your shipment, the mover weighs the empty vehicle then reweighs it after loading your goods into the truck. If you request it, the mover will:~~

- ~~• Notify you of the weight and charges as soon as the net weight of your shipment is established~~
- ~~• Reweigh the shipment before delivery, if it is practical to do so. You are responsible for the cost of~~

~~**8. Expedited service.** Movers must offer reasonable dispatch, but do not have to make delivery at any definite time. However, at your~~

request, a shipment will be delivered on or before the date specified. You may have to pay an extra charge for delivery by a specified date.

9. Small shipments. The minimum weight for shipments in distance moves is five hundred pounds. If your shipment weighs less than five hundred pounds, you should consider using other means of transportation (a freight carrier, small package carrier, etc.) even if you have to pay for crating and packing. Movers frequently find it difficult to deliver small shipments in a reasonable time.

10. Temporary storage. You may ask the mover to place your goods in temporary storage for a period not to exceed one hundred eighty days. You will be charged an additional amount for this service. If you do not remove the shipment from temporary storage within one hundred eighty days, then the shipment will revert to permanent storage and the mover ceases to have responsibility as a mover. The mover's responsibility becomes that of a warehouseman and the commission has no further jurisdiction over the shipment.

11. Bill of lading contract. The bill of lading is a receipt for goods, and is also a contract between you and the mover. You should obtain a copy of this document before your shipment leaves the point of origin. It is your responsibility to read the bill of lading and understand it. If you do not understand something on the bill of lading, ask the mover to explain it to your satisfaction. You should sign the bill of lading before transportation begins, and sign it again as a receipt upon delivery of the goods at your destination.

The bill of lading is an important document: Do not lose or misplace your copy. Have it available until your shipment is delivered, all charges are paid, and all claims are settled.

12. Payment of charges — freight bill. Movers do not ordinarily deliver or relinquish possession of property until all tariff rates and charges have been paid in cash, by certified check, or by traveler's check. Some movers may accept bank cards or personal checks. You should clarify with the individual mover what forms of payment are acceptable, and be prepared to make payment for the move when the shipment is delivered.

13. Bills of lading on long distance moves. Because long distance moves are charged on the basis of weight and distance, your receipt for the charges should show:

- The gross (loaded) and tare (empty) weights of the ~~vehicle~~
- The net weight of your shipment (loaded weight minus empty weight).

- The mileage;
- The rate per one hundred pounds for the transportation;
- The cost for valuation protection; and
- Rates or charges for any accessorial services.

~~**14. Bills of lading on local moves.** Because local moves are charged on an hourly basis, the receipt should show:~~

- The time the vehicle left the mover's place of business and the time of return to that place of business;
- The rate per hour;
- The cost for valuation protection; and
- Rates or charges for any accessorial services.

~~**15. Loss and damage.** In the event of loss or damage to your shipment, ask the driver to acknowledge the facts on the bill of lading. If the driver refuses, you should have a disinterested party inspect the damage in the driver's presence, and report it in writing to the mover.~~

~~**16. Loss or damage claims.** All claims for loss or damage must be filed with the mover in writing. Ask the mover for a claim form.~~

~~Claims must be filed within nine months from date of delivery. It is preferable to do so as soon as possible -- while memories are fresh. While the commission can sometimes act informally to facilitate negotiation between parties, we cannot require you or the mover to settle claims for loss and damage. If the mover will not voluntarily settle a claim to your satisfaction, the recourses available to you are:~~

- Submitting the claim to arbitration or mediation through a third party (including services provided by the commission);
- Filing suit in a court of law (depending upon the amount contacted, you may be able to use small claims court).

~~**17. Complaints, other than loss and damage claims.** If you have a complaint about your household goods move, you must first contact your mover and attempt to resolve the dispute. If you are unable to resolve the dispute with the mover, then you may file an informal complaint with the commission.~~

~~An **informal complaint** is an unresolved dispute between the shipper and the mover, brought to the attention of the commission staff by the shipper. The shipper is generally requesting assistance in resolving the complaint.~~

~~The complaint is handled informally by commission staff working directly with the carrier in an attempt to resolve the complaint without the need for a formal hearing process or legal arbitration. The conclusion (finding) of the informal complaint is not binding on the company or the shipper, but is included in a permanent file subject to public review.~~

~~You may file an informal complaint with the commission: In writing, in person, by telephone, by e-mail or by FAX. We do have forms available with which you may file an informal complaint, and will provide them to you upon request. No matter which method you choose to file, you must include at least the following information:~~

- ~~• Your name, current address and telephone number;~~
- ~~• The date of your move;~~
- ~~• The bill of lading number for your move;~~
- ~~• The name and address of the company who performed the move;~~
- ~~• The origin and destination cities of the move;~~
- ~~• The details of your dispute; and~~
- ~~• The resolution you seek.~~

~~It is also helpful to us in resolving your dispute if you attach a copy of the bill of lading and/or other documents related to the dispute.~~

~~You may file a **formal complaint** with the commission at any time. A formal complaint is a quasi-judicial proceeding, much like going to court. A formal complaint must state a situation in which the moving company is in violation or claimed to be in violation of a provision of law, order, or rule of the commission, or the provisions of the company's approved tariff. You are responsible for proving the violation occurred.)~~

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-650 Form of estimates. (1) When must ((I)) a household goods carrier provide a written estimate? If a ((shipper)) customer requests an estimate, you must provide a written estimate only after you, or your representative, have visually inspected the goods to be shipped.

(2) What must ((I)) a household goods carrier include on a written estimate? Your written estimate must include the following

information:

(a) The name, address and telephone number of the household goods carrier who will perform the service;

(b) The name, company affiliation, title and telephone number of the person preparing the estimate;

(c) The name of the (~~shipper~~) customer and the receiver of the goods;

(d) The complete physical address of the origin, destination and any intermediate stops of the proposed movement;

(e) The total mileage between the origin and destination, including any intermediate stops;

(f) The (~~applicable~~) rates on which the estimated charges will be based;

(g) A list of the articles upon which the estimate is based (inventory);

(h) The estimated cubic footage for each article;

(i) The estimated total weight of the shipment, based upon a formula of not less than seven pounds per cubic foot (example: A box one foot by one foot by one foot = seven pounds);

(j) An itemized statement of all known accessorial services to be performed, articles supplied, and their charges;

(k) An estimate of the total charges, including transportation and accessorial charges;

(l) A printed statement on the first page of a nonbinding estimate, in contrasting lettering, and not less than eight-point bold or full-faced type, as follows:

IMPORTANT NOTICE

This nonbinding estimate covers only the articles and services listed. It is not a warranty or representation that the actual charges will not exceed the amount of the estimate. If you request additional services to complete the move or add articles to the inventory attached to this estimate, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate and may change the rate on which these new charges are based.

Household goods carriers are required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs, except as provided below:

(1) A household goods carrier may not charge more than twenty-five percent more than its written nonbinding estimate for time charges for a local hourly rated move nor can the household goods carrier charge more than fifteen percent more than the written nonbinding estimate for accessorial and other services not related to time,

unless the household goods carrier prepares and the shipper signs a supplemental estimate.

(2) A household goods carrier may not charge more than fifteen percent above your written nonbinding estimate for a long-distance-rated move, unless the household goods carrier prepares and the ~~((shipper))~~ customer signs a supplemental estimate.

(3) ~~((Am I required to have))~~ **Must the ~~((shipper))~~ customer sign the estimate?** Yes, ~~((shippers))~~ customers must sign the written estimate.

(4) **How long must ~~((I))~~ a household goods carrier keep written estimates?** You must keep a written estimate~~((s))~~ in your files for at least two years ~~((, including estimates you provided but for which you did not perform any services))~~ after you conduct the move.

(5) **What if ~~((I am))~~ a household goods carrier is unable to provide a written estimate?** If a customer requests a written estimate and you refuse to provide one, you may not conduct that move by agreeing to meet or beat another company's estimate.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-660 Supplemental estimates. (1) **When must ~~((I))~~ a household goods carrier prepare a written supplemental estimate?** You must provide a written supplemental estimate if you have given the ~~((shipper))~~ customer a written estimate and the circumstances surrounding the move change in any way to cause the rate for service or the estimated charges to increase.

(2) **What rates must ~~((I))~~ a household goods carrier use to prepare a supplemental estimate?** ~~((You must use the same rates as you used in determining charges for the original estimate.))~~ When providing a supplemental estimate you must not apply a higher rate to the articles and services identified in the original estimate. You may choose to use a higher rate for new services or additional articles not included in the original estimate.

(3) **Must the ~~((shipper))~~ customer sign the supplemental estimate?** Yes, the ~~((shipper))~~ customer must sign the supplemental estimate or the additional work cannot be performed.

AMENDATORY SECTION (Amending Order R-454, Docket No. TV-971477, filed 12/15/98, effective 1/15/99)

WAC 480-15-740 ((What)) Information ((must I include)) required on a bill of lading((?)). You must list on the bill of lading all information necessary to determine tariff rates and charges. Any element that you use in determining transportation charges must be clearly shown on the bill of lading. This information includes, but is not limited to:

- (1) The date the shipment was packed, loaded, transported, delivered, unloaded and unpacked;
- (2) The number and size of each type of carton, crate, or container used in packing the ((~~shipper's~~)) customer's goods;
- (3) The exact address at which the shipment, or any part of that shipment, was loaded or unloaded;
- (4) The nature of any special services performed on behalf of the ((~~shipper~~)) customer;
- (5) The name, address, and total charges of any third party services incurred on behalf of the ((~~shipper~~)) customer;
- (6) Any special circumstances that entered into the determination of transportation charges (for example: Detours or road conditions that required you to take a circuitous route, thus incurring additional mileage charges);
- (7) The start time, stop time, and any interruptions for each person involved in or on a shipment rated under hourly rates:
 - (a) In lieu of recording each person's start time, stop time, and interruptions on the bill of lading, a carrier may maintain a separate, but complete, record of each person's activities in sufficient detail to verify the proper rates and charges.
 - (b) A carrier must be able to identify, through payroll records, each person involved in a move and provide that information to commission staff on request.
 - (c) In all cases a carrier must record on the bill of lading the start time and stop time of any hourly rated move, and any interruptions in service;
- (8) On any shipments where the ((~~shipper~~)) customer did not receive a written estimate, you must make a notation on the bill of lading that the ((~~shipper~~)) customer was given a copy of the brochure "*Your Rights and Responsibilities as a Moving Company Customer.*" The ((~~shipper~~)) customer must initial on or near your notation on the bill of lading, acknowledging receipt of the information.

REPEALER

The following section of the Washington Administrative Code is repealed:

WAC 480-15-030

Waiver of rules.