

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition of

WASHINGTON MOVERS  
CONFERENCE,

To Modify WAC 480-15-800.

DOCKET UE-230063

ORDER 01

DENYING PETITION FOR  
RULEMAKING

**BACKGROUND**

- 1 On February 1, 2023, Washington Movers Conference (WMC) filed a Petition for Rulemaking (Petition). The Petition requests that the Washington Utilities and Transportation Commission (Commission) modify Washington Administrative Code (WAC) 480-15-800 related to deadlines for customer loss and damage claims filed with Household Goods (HHG) carriers.
- 2 Specifically, WMC requests to decrease the time for customers to file loss and damage claims from 9 months to 90 days. WMC argues that 9 months is excessive because (1) customer-packed goods are not eligible for loss or damage claims, (2) customers often move goods again before unpacking containers, (3) the HHG carrier's responsibility for the shipment should end when the truck is offloaded, (4) the customer may unintentionally fail to recall what was packed in HHG carrier-packed cartons and file claims for items they cannot find, and (5) other states, including Oregon, allow only 90 days to file a claim.

**DISCUSSION**

- 3 Within 60 days after receiving a petition to amend a Commission rule, the Commission must either:
  - (a) Initiate rule-making proceedings in accordance with chapter 34.05 RCW, or
  - (b) Deny the petition in writing, stating [the Commission's] reasons for the denial and specifically addressing the concerns stated in the petition. Where appropriate, the [the Commission] must indicate

alternative means by which the agency will address the concerns raised in the petition.<sup>1</sup>

We address WMC's arguments in turn and deny the Petition for the reasons explained below.

- 4 First, WMC argues that 9 months is an excessive amount of time for consumers to unpack carrier-packed containers to determine any loss or damage. Because WMC offers no support for this conclusory claim, we find it unpersuasive. There are many reasons why consumers may leave their goods unpacked for an extended period, and we decline to speculate about the validity of those reasons absent any evidence compelling such an examination.
- 5 Second, WMC argues that customer-packed cartons do not qualify for loss or damage claims unless the carrier causes obvious damage to those containers. It is unclear how this is relevant to WMC's request, but WMC appears to imply that external damage to containers should be discovered at the time a customer's goods are delivered or shortly thereafter. This point is not persuasive, however, given that damage to customer-packed goods constitutes only one type of damage claim. The 9-month standard provides additional time for consumers to unpack carrier-packed goods and ascertain any damage or missing items in the event that circumstances prevent the customer from unpacking those containers any sooner.
- 6 Next, WMC argues that HHG carriers often offload customer goods into a garage or other storage area and that those goods may be moved again by someone other than the carrier to another location, making it difficult to ascertain who caused any subsequently discovered damage.<sup>2</sup> This scenario, however, could be true at any point in time (*i.e.*, as early as three days after a move) and thus bears no relationship to the 9-month window for filing loss and damage claims. Moreover, the mere fact of filing a claim does not determine the mover's liability. The carrier will have an opportunity to work with a customer to determine the chronology of events that led to the damage.

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<sup>1</sup> WAC 82-05-040(2).

<sup>2</sup> WMC argues as two separate points that "often times the customer will ask the intrastate HHG carrier at destination to off the load [sic] the goods into the garage or one separate room because renovations to or construction of the house are not quite complete" and "when the residence is ready for complete occupancy, somebody other than the delivering carrier may be called upon to move the goods into the house." These are essentially the same point and are treated as such in this Order.

- 7 Fourth, WMC asserts that offloading the truck at the assigned destination “typically means the delivering responsibility for the shipment should end. But due to the claims process, the delivering HHG carriers’ liability is still in play until the customer files their claim for loss and damage.” Again, this statement bears no relationship to the 9-month timeframe. Under WMC’s proposal, this assertion would still be true, albeit for a shorter period. This appears to be an argument for abolishing the damage and loss claim process at any point following the date of the move, which does not provide sufficient consumer protections against loss and damage and is thus inconsistent with the public interest.
- 8 Fifth, WMC argues that customers may not be able to recall what was included in the HHG carrier-packed containers and thus may incorrectly list items they cannot locate on the claim form. This hypothetical scenario is easily remedied. HHG carriers can and should keep an inventory of all items placed in carrier-packed boxes and should have the customer confirm the box’s contents prior to the move. Documenting container contents in this manner provides additional protection for both consumers and carriers.
- 9 Finally, WMC argues that other states, including Oregon, allow only 90 days to file a loss and damage claim. We find this argument unpersuasive. The Surface Transportation Board sets the federal rules for carrier liability for loss and damage claims. Under the federal rules, carriers are required to provide a period not less than 9 months for filing a loss or damage claim.<sup>3</sup> The Commission’s regulations closely follow federal consumer protections, and the evidence does not support the conclusion that a departure from that standard is warranted in this instance. Of the 89 damage or loss complaints the Commission has investigated in the past five years, 14 were filed between 6 and 9 months following the date of the move. We decline to deny this important consumer protection to nearly 16 percent of the HHG customers, on average, who file loss or damage claims because doing so would be inconsistent with both the public interest and federal standards.
- 10 We observe that HHG Tariff 15-C provides many protections to limit HHG carriers’ liability if a customer’s goods are lost or damaged. For example, Tariff 15-C, Item 90, exempts HHG carriers from the safe delivery of high-cost items, jewelry, valuable papers, and furniture made from pressboard or particle board, among other things. Item 90 also limits the carrier’s liability in various circumstances, such as internal damage to electronics if the item was packed by the customer, or when other customer behaviors that could impact the state of their goods are present. Most importantly, the carrier’s liability is limited to \$0.60 per pound unless the customer selects and pays for additional

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<sup>3</sup> 49 U.S.C. § 14706(e)(1).

coverage. Under the basic value protection option, a consumer would only recoup \$12 for a 20-pound electronic item that likely has a much higher value.

- 11 Overall, we find that WMC's Petition fails to provide sufficient evidence to support its request to modify the Commission's rules to reduce the time for consumers to file loss and damage claims from 9 months to 90 days and conclude that the Petition is thus inconsistent with the public interest and should be denied.

**ORDER**

- 12 THE COMMISSION ORDERS That the Washington Movers Conference's Petition for Rulemaking is DENIED.

Dated at Olympia, Washington, and effective March 21, 2023.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

DAVID W. DANNER, Chairman

ANN E. RENDAHL, Commissioner

MILTON H. DOUMIT, Commissioner