THE PUBLIC UTILITIES COMMISSION OF OHIO

IN THE MATTER OF THE COMMISSION'S REVIEW OF OHIO ADM.CODE CHAPTER 4901:2-19, TRANSPORTATION OF HOUSEHOLD GOODS.	CASE NO. 15-1718-TR-ORD

ENTRY ON REHEARING

Entered in the Journal on June 15, 2016

I. SUMMARY

{¶ 1} In this Entry on Rehearing, the Commission grants in part and denies in part the application for rehearing filed by the Ohio Association of Movers.

II. DISCUSSION

A. *Applicable Law*

{¶ 2} Pursuant to R.C. 4921.30, motor carriers engaged in the transportation of household goods are for-hire motor carriers and are subject to the jurisdiction of the Commission and all provisions of the Ohio Revised Code applicable to a for-hire motor carrier.

{¶ 3} Pursuant to R.C. 4923.04, the Commission shall adopt rules applicable to the transportation of property by motor carriers operating in intrastate commerce.

{¶ 4} R.C. 4903.10 states that any party who has entered an appearance in a Commission proceeding may apply for rehearing with respect to any matters determined therein by filing an application within 30 days after the entry of the order upon the Commission's journal.

B. *Procedural History*

{¶ 5} On November 18, 2015, the Commission held a workshop in this proceeding to enable interested stakeholders to propose revisions to the Ohio Intrastate household

goods transportation rules in Ohio Adm.Code Chapter 4901:2-19. One stakeholder attended the workshop.

{¶ 6} On January 20, 2016, the Commission issued an Entry seeking comments on Staff's proposed amendments and modifications to the rules in Ohio Adm.Code Chapter 4901:2-19. Comments were filed by the Ohio Association of Movers, Inc. (OAM).

{¶ 7} On April 27, 2016, the Commission approved modifications to the rules in Ohio Adm.Code Chapter 4901:2-19. Among other matters, the Commission amended Ohio Adm.Code 4901:2-19-06, clarifying the limitations on the liability of carriers and reimbursement levels for loss or damaged goods, and Ohio Adm.Code 4901:2-19-15, regarding claims for loss or damage.

{¶ 8} On May 27, 2016, OAM filed an application for rehearing of the Commission's April 27, 2016 Finding and Order. OAM raised four assignments of error. No memorandum contra OAM's application for rehearing was filed.

C. Assignments of Error Raised by OAM

a. First Assignment of Error

{¶ 9} As its first assignment of error, OAM asserts that proposed Ohio Adm.Code 4901:2-19-06 is unreasonable and warrants clarification. OAM argues that the proposed rule eliminates the $6.00/pound minimum coverage language from Ohio Adm.Code 4901:2-19-06. OAM contends that the $6.00/pound minimum coverage language is necessary to protect both the customer and the carrier. OAM claims that, in the event the customer fails to declare a value, the carrier will not know its potential liability for lost or damage items, and if the customer undervalues their items, the $6.00/pound minimum language guarantees the customer will receive at least the proposed minimum value of their lost or damage items.

{¶ 10} Based on the arguments raised regarding this assignment of error, the Commission finds that the application for rehearing should be granted. In our April 27,

2015 Finding and Order, we had deleted language in this rule applicable to the $6.00/pound minimum coverage as a means of clarification to the rule. However, we agree with the OAM that retaining the $6.00/pound minimum coverage language in the rule will provide customers an additional option for coverage and ensure that they will be provided with either the stated value coverage, or $6.00 per pound coverage, whichever is greater. Therefore, the portion of Ohio Adm.Code 4901:2-19-06 that pertains to the full replacement value option should retain the language reflecting the valuation of $6.00 per pound and read as follows and as shown on Attachment A[1]:

> (2) Full replacement value option
>
> ( ) I accept reimbursement equal to the replacement cost of lost or damaged goods. I declare a total replacement value of the shipment to be $____ or a minimum of six dollars per pound times the weight of the shipment, whichever is greater. I understand that total reimbursement for lost or damaged goods shall not exceed this declared value of the shipment. I understand that failure to disclose any article valued at greater than one hundred dollars per pound may limit the carrier's reimbursement liability to this maximum per article.

b. Second Assignment of Error

{¶ 11} As its second assignment of error, OAM contends that the Commission erred when it included language in proposed Ohio Adm.Code 4901:2-19-06(G) that, in the absence of a customer liability selection, the carrier is precluded from charging any additional amount not already contained as a line item in the estimate or bill of lading.

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[1] The Commission notes that Attachment A shows deletions from and additions to the rules originally approved and attached to the April 27, 2016 Finding and Order in strikethrough and underline, respectively.

OAM contends that this subjects the carrier to unlimited liability as to the total declared value of the shipment without allowing the carrier to charge for this increased liability.

{¶ 12} Based on the arguments raised regarding this assignment of error, the Commission finds that the application for rehearing should be denied. The additional language in Ohio Adm.Code 4901:2-19-06(G) provides that any additional charges or credits related to the change in liability option must be disclosed as a line item on the bill of lading and the estimate. It also provides that if additional charges or credits were not disclosed prior to shipment, then no additional charge shall be charged to the shipper. This additional language protects the consumer by ensuring that any additional charges must be disclosed, and protects the carrier by allowing additional charges to cover additional liability options provided such is fully disclosed. In addition, no carrier is precluded from charging any additional amount, nor is any carrier subjected to any unlimited liability.

c. Third Assignment of Error

{¶ 13} As its third assignment of error, OAM contends that the proposed rules fail to mirror the federal rules for interstate moving. OAM states that all household goods moving companies in Ohio are responsible for the value of the goods transported and, as a result, companies must ensure that customers are providing proper valuation on their household goods. OAM claims that customers should be given clear guidance as to the level of valuation provided to protect their assets and that the federal rules with jurisdiction over interstate moves, as opposed to the proposed rules for intrastate household goods moves, provide that in the estimate the household goods mover provides the consumer the cost of the full replacement value. If the customer desires a reduced amount of coverage, they have the opportunity to opt for a reduced valuation.

{¶ 14} Based on the arguments raised regarding this assignment of error, the Commission finds that the application for rehearing should be denied. Proposed Ohio Adm.Code 4901:2-19-06 provides two types of coverage for loss or damage to a

consumer's goods during an intrastate move. These include: full replacement value option, with the customer indicating the full replacement value; and limited liability option, with a replacement value at $.60 per pound. These two options reflect the liability options available to customers for interstate household goods moving in 49 C.F.R. 375.201. In addition, as with the interstate household goods moving rules, amended Ohio Adm.Code 4901:20-19-06 provides that a customer receives the full replacement value unless they opt out of that coverage by selecting limited liability option. These liability coverages and opt-out rights for customers during intrastate household goods moves mirror the coverages and opt-out rights available to customers for interstate moves found in 49 C.F.R. 375.201, which requires that a customer waive, in writing, full replacement coverage if they want to select liability at $.60 per pound in lieu of full replacement value.

d. Fourth Assignment of Error

{¶ 15} In its fourth assignment of error, OAM asserts that the language proposed in Ohio Adm.Code 4901:2-19-15(D) is unreasonable and inconsistent with other provisions of the rule. OAM contends that Ohio Adm.Code 4901:2-19-15(C) prevents a carrier from limiting the time for a consumer to file a claim to less than 60 days; while proposed Ohio Adm.Code 4901:2-19-15(D) does not allow a carrier to impose a limit on a consumer's right to file a claim. OAM contends that, while the Commission most likely added this language to prevent a carrier from expressly denying a claim, these two rules are inconsistent and will result in a consumer arguing that the 60-day limit does not limit his ability to file a claim, because one rule has a time limit and the other rule does not. OAM believes the Commission should edit the language to prevent potential inconsistency.

{¶ 16} Based on the arguments raised regarding this assignment of error, the Commission finds the application for rehearing should be granted. As proposed, Ohio Adm.Code 4901:2-19-15(D) provides that "No carrier may include in any estimate, bill of lading or tariff any provision which limits the consumer's ability or right to file a claim with the carrier." The intent of proposed Ohio Adm.Code 4901:2-19-15(D) was simply to clarify that no carrier may include language in estimates, bills of lading, or tariffs that

limits a consumer's ability or right to file a claim with the carrier. Nevertheless, we recognize the concerns of OAM that there may be perceived confusion with respect to amended Ohio Adm.Code 4901:2-19-15(C) and proposed Ohio Adm.Code 4901:2-19-15(D). We believe that the language in Ohio Adm.Code 4901:2-19-15(C) can be revised to protect both the rights of consumers and household goods movers. Therefore, Ohio Adm.Code 4901:2-19-06(C) should be revised to state:

> No carrier may include in any estimate, bill of lading or tariff any provision which limits the consumer's right or ability to file a claim with the carrier within the time limits established by the carrier, provided that no carrier shall establish a time limit of less than sixty days to present a claim.

{¶ 17} We believe that this clarification will ensure that the rights of consumers to file a claim with a household goods mover will not be restricted, and at the same time, ensure that carriers will remain able to limit the time that a claim must be presented to them no less than 60 days from the date of the move. This clarification will also eliminate the necessity for proposed Ohio Adm.Code 4901:2-19-15(d) and any perceived inconsistency in the household goods moving rules.

{¶ 18} Therefore, Ohio Adm.Code 4901:2-19-15(C) should be amended as set forth above and proposed Ohio Adm.Code 4901:2-19-15(D) should be deleted. These changes are reflected as shown on Attachment A.

III. ORDER

{¶ 19} It is, therefore,

{¶ 20} ORDERED, That the application for rehearing filed by the Ohio Association of Movers be granted in part and denied in part as set forth above. It is, further,

{¶ 21} ORDERED, that Ohio Adm.Code 4901:2-19-06 and 4901:2-19-15 be amended as set forth herein. It is, further,

{¶ 22} ORDERED, That Ohio Adm.Code 4901:2-19-01, -02, -06, -08, -09, -12, and -15 be adopted as amended, and existing Ohio Adm.Code 4901:2-19-03, -04, -05, -07, -10, -11, -14, -16, and -17 be approved and adopted. It is, further,

{¶ 23} ORDERED, That the rescinded and amended rules be filed with the Joint Committee on Agency Rule Review, the Secretary of State, and the Legislative Service Commission, in accordance with divisions (D) and (E) of R.C. 111.15. It is, further,

{¶ 24} ORDERED, That the final rules be effective on the earliest date permitted by law. Unless otherwise ordered by the Commission, the five-year review date for Ohio Adm.Code Chapter 4901:2-19 shall be in compliance with R.C. 106.03. It is, further,

{¶ 25} ORDERED, That a copy of this Entry on Rehearing be served upon all household goods carriers, Ohio Association of Movers, Ohio Brokers of household goods as identified by the Federal Motor Carrier Safety Administration, and all other interested persons of record.

Commissioners Voting: Asim Z. Haque, Chairman; M. Beth Trombold; Thomas W. Johnson

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4901:2-19-01 Definitions.

(A) "Associated service" means any service provided by the carrier which is incidental to the transportation service being provided, but does not include weighing.

(B) "Carrier" means any person engaged in the transportation of household goods in intrastate commerce.

(C) "Certified scale" means a scale which has been tested and approved by the local official charged with the duty of regulating weights and measures.

(D) "Collect on demand" means payment of household goods transportation service is due upon delivery.

(E) "Commission" means the public utilities commission.

(F) "Consumer" means any person who is the consignor or consignee of a household goods shipment and who is identified as such in the bill of lading.

(G) "Gross weight" means the weight of a vehicle or container after a shipment has been completely loaded.

(H) "Household goods" means personal effects and property used or to be used in a dwelling. This rule shall not be construed to include shipments exclusively moving from a factory or store.

(I) "Interstate commerce" means transportation from a point within one state, country, or reservation to a point in another state, country, or reservation, and transportation into, or from this state where such transportation is subject to federal jurisdiction.

(J) "Interstate household goods carrier" means any person who is authorized to and engaged in the transportation of household goods in interstate commerce.

(K) "Intrastate commerce" means transportation from one point in this state to another point in this state, and transportation within this state where such transportation is not subject to federal jurisdiction.

(L) "Net weight" means the weight of a shipment as determined by subtracting the tare weight from the gross weight.

(M) "Reasonable dispatch" means the performance of transportation on the dates

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or during the period of time agreed upon by the carrier and the consumer and shown on the estimate or the bill of lading in the event no written estimate was prepared and recorded on the estimate or bill of lading, provided however, that the defense of force majeure as construed by the courts shall not be denied the carrier.

(N) "Shipping documents" means all forms, estimates, bills of lading and receipts whether signed or not that are related to the terms and conditions of a particular transaction for the transportation of household goods within in the state of Ohio.

(O) "Tare weight" means the weight of an empty vehicle or container.

"NO CHANGE"

4901:2-19-02 General provisions.

(A) This chapter sets forth the requirements for the transportation of household goods which apply to all carriers of household goods regulated by the commission.

(B) Pursuant to its jurisdiction under Title 49 of the Revised Code, the commission may:

(1) The commission may, upon application or a motion filed by a party, waive any requirement of this chapter, other than a requirement mandated by statute for good cause shown, from which no waiver is permitted.

(2) As it deems necessary in any proceeding, prescribe different standards for the transportation of household goods.

(3) Monitor carrier's compliance with the provisions of this chapter.

(4) Pursue formal action, at any time, to alter or amend this chapter.

(5) Upon its own motion, a customer complaint, or upon application of any carrier, take appropriate steps to require the furnishing of any service(s), equipment, or facilities affecting service.

(C) Any tariff or contract provision inconsistent with this chapter shall be deemed, under this rule, inoperative and superseded by this chapter, unless and until the commission specifically orders otherwise.

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(D) Nothing in this chapter shall relieve any carrier from providing adequate service or facilities as prescribed by the commission, or meeting any of its duties or responsibilities as prescribed by state or federal law.

(E) Each citation contained within this chapter that is made to the United States code of federal regulations is intended, and shall serve, to incorporate by reference the particular version of the cited matter that was effective on April 27, 2011.

"NO CHANGE"

4901:2-19-03 Tariffs and rates.

(A) Each carrier shall, in a tariff filed with the commission, establish and maintain rates, charges and provisions for the transportation of household goods and associated services.

(B) Rates, charges and provisions of a carrier's tariff shall be clearly stated. Rates may be stated in any measurable unit verifiable by the consumer.

(C) Carriers may provide for the use of discounts and individual contracts in their tariffs. All contracts must be maintained by the carrier for three years.

(D) Paragraph (B) of this rule shall not apply to binding estimates. Carriers which offer binding estimates may, as to those binding estimates, provide for a simplified tariff which states: "_____(carrier) hereby certifies that it shall provide binding estimates for the transportation of household goods in this state."

(E) All carriers are liable for the replacement value of goods transported, pursuant to rule 4901:2-19-06 of the Administrative Code. Carriers may provide for limitations on liability by filing such limitations in their tariffs.

(F) All tariffs shall include a title page indicating the name and address of the carrier and any certificate number issued to the carrier by the commission. If a tariff is filed for more than one carrier, the individual names, firm names or corporate names of the carriers, and the city and state in which their principal offices are located, shall be listed in alphabetical order.

(G) All pages shall be numbered consecutively and if a tariff contains more than fifteen pages, the tariff shall include a table of contents.

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(H) Tariffs may be submitted to the commission in hard copy format or electronically.

(I) Interstate household goods carriers are not required to file tariffs with the commission, but are required to comply with federal rules regarding rates and tariffs as promulgated in 49 C.F.R. 375.215 to 221, 703, 705, 801 and 807.

"NO CHANGE"

4901:2-19-04 Changes to tariffs.

(A) All changes in rates and charges, terms, conditions, or other provisions that affect rates, shall be filed with the commission. Tariff changes will be effective the day they are filed.

(B) When the names or legal entity of a carrier changes, the carrier shall file an amended title page, including the following sentence above the name of the issuing party: "the above-named carrier hereby adopts the tariff of _____ (previous name) _____."

(C) Changes in the rates, terms, conditions, or other provisions of a tariff may be accomplished by issuing a supplement or revised page to the tariff. The front of the supplement or revised page shall be a page indicating that the changes are being made.

(D) Carriers who are both interstate and intrastate carriers, who utilize the same rates and terms in both the provision of inter- and intrastate services, may reference their federal tariff. Such references must be clearly indicated in their tariffs.

"NO CHANGE"

4901:2-19-05 Rejection and suspension of tariffs.

(A) Any tariff which does not meet the requirements of this chapter is subject to rejection by the commission. When a tariff or schedule is rejected, the commission, or its authorized employees, will notify the carrier or the agent who tendered it for filing and will include the reasons for the rejection. The rejected tariff will be returned to the carrier or agent.

(B) Pursuant to its investigative power, the commission, or its authorized employees, may suspend a tariff during an inquiry. If a tariff is suspended, the carrier's previously filed tariff will be presumed to be in effect.

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(C) Any carrier whose tariff has been rejected or suspended under this rule may file an application for review by the commission with the docketing division within thirty days after receiving notice of such action.

4901:2-19-06 Limitations on the liability of carriers and reimbursement for lost or damaged goods.

(A) Except as otherwise provided in this rule, a carrier shall be liable for the replacement value of household goods in the event of loss of, or damage to, such goods during transportation.

(B) All liability limitations ~~on liability~~ options offered by a carrier must be printed in distinctive color or boldface type on estimates or bills of lading, in the event no written estimate is prepared.

(C) A carrier shall not be liable for the transportation of perishable articles that are included in the shipment without the knowledge of the carrier. If a carrier knowingly accepts perishable articles, the carrier may impose reasonable conditions necessary to safely transport perishable articles.

(D) Except as otherwise provided in this rule, no agreement between the consumer and the carrier may be employed to reduce the liability of the carrier for loss of, or damage to, household goods.

(E) If a carrier wants to offer limited liability, the ~~Carriers~~carrier must offer consumers ~~a choice of at least one, but may offer all three, of~~ the following liability limitation provisions within this paragraph. ~~Limitations offered shall be printed verbatim in distinctive color or boldface type on estimates or bills of lading.~~ No carrier may provide for minimal liability reimbursement of sixty cents per pound without providing the option for the full declared value reimbursement. Limitations offered shall be printed verbatim in distinctive color or boldface type on estimates and bills of lading.

~~(1) Minimal liability with option for full declared value for lost or damaged goods.~~

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Consumer must personally initial choice

(1) Minimal liability option.

"(___) I agree to minimal reimbursement for lost or damaged goods. I understand and accept that I will be reimbursed for lost or damaged goods at a minimal amount not exceeding sixty cents per pound per article."

(2) Full replacement value option

_____"(___) I accept reimbursement equal to the replacement cost of lost or damaged goods. I declare a total replacement value of the shipment to be $___ or a minimum of six dollars per pound times the weight of the shipment, whichever is greater. I understand that total reimbursement for lost or damaged goods shall not exceed this declared value of the shipment. I understand that failure to disclose any article valued at greater than one hundred dollars per pound may limit the carrier's reimbursement liability to this maximum per article."

~~(2) Depreciated value for lost or damage goods~~

~~Consumer must personally initial~~

~~"(___) I accept reimbursement equal to the depreciated value for lost or damaged goods. I declare a total depreciated value of $___ or a minimum of two dollars and twenty-five cents per pound times the weight of the shipment, whichever is greater. I understand that total reimbursement for lost or damaged goods shall not exceed this declared value."~~

~~(3) Replacement value for lost or damaged goods~~

~~"Consumer must personally initial~~

~~(___)I accept reimbursement equal to the replacement cost of lost or damaged goods. I declare a total replacement value of $___ or a minimum of six dollars per pound times the weight of the shipment, whichever is greater. I understand that total reimbursement for lost or damaged goods shall not exceed this declared value. I understand that failure to disclose any article valued at greater than one hundred dollars per pound may limit the carrier's reimbursement liability to this maximum per article."~~

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(F) No limitation will be effective unless the consumer initials, and where appropriate, inserts the declared value on, the statement on the estimate or bill of lading.

(G) Should the consumer not elect any limitation, the consumer shall be reimbursed for the replacement value of any lost or damaged goods, with no limitation as to the total declared value of the shipment. Any additional charges or credits related to the change in liability option shall be disclosed as a line item on the bill of lading and the estimate. If the cost was not disclosed prior to shipment, then no additional charge shall be charged to the shipper.

(H) No carrier may accept any shipment for transportation unless the carrier has cargo insurance in an amount equal to the declared value of such shipment.

(I) Nothing in this rule shall be construed as prohibiting the carrier and the consumer from agreeing upon a deductible against any reimbursement for lost or damaged goods in the estimate or the bill of lading, in the event that no written estimate was prepared.

(J) No such deductible shall be effective unless the consumer signifies that it elects such limitation by personally initialing the following statement on the estimate or the addendum to the estimate:

"Consumer must personally initial

(__) I choose a deductible of $__ against any reimbursement for lost or damaged goods."

(K) The carrier may reserve the right to repair any damaged goods in lieu of reimbursement to the consumer, provided that this right to repair is expressly included in the estimate or the bill of lading, in the event that no written estimate was prepared.

(L) An interstate household goods carrier's liability for loss of, or damage to, household goods shall be determined by 49 C.F.R. 375.201, 203, 303, 701, 707, and 709 as effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code.

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"NO CHANGE"

4901:2-19-07 Determination of weights.

(A) Nothing in this rule shall be construed as requiring the weighing of shipments, unless the carrier bases its rates and charges on the weight of the shipment.

(B) Each carrier that establishes household goods rates by weight shall determine the tare weight of each vehicle used in the transportation of household goods by having the vehicle weighed on a certified scale prior to the transportation of each shipment, without the crew thereon, and when so weighed, the fuel tanks on such vehicle shall be full and the vehicle shall contain all pads, chains, dollies, hand trucks and other equipment needed in the transportation of shipment to be loaded thereon.

(C) The net weight of the shipment shall be obtained by deducting the tare weight from the gross weight, in accordance with 49 C.F.R. 375.509(a).

(D) Where no certified scale is available at the point of origin, the gross weight shall be obtained at the nearest certified scale either in the direction of the move or in the direction of the next pickup or delivery, in the case of part loads.

(E) Where no certified scale is available at origin, nor at any point in route or upon destination, a constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used to substitute for gross weight.

(F) In the transportation of part loads, this rule shall apply in all respects, except that the gross weight of a vehicle containing one or more part loads may be used as the tare weight of such vehicle as to part loads subsequently loaded thereon.

(G) A consumer or representative of the consumer, upon request, without charge, and using separate transportation, may accompany the carrier to a certified scale to observe the weighing of shipment after loading.

(H) A true copy of any weight ticket obtained for tare and gross weight, pertaining to a shipment, shall be given to the consumer and attached to the bill of lading.

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(I) A part load for any one consumer not exceeding one thousand pounds may be weighed on a certified scale prior to being loaded on the vehicle.

(J) An automobile or other article weighing in excess of five hundred pounds which is mounted on wheels may be weighed separately by obtaining the weight of such article on a certified scale prior to loading on the vehicle to be used for its transportation.

(K) No carrier shall accept a shipment of household goods for transportation which appears to be subject to the minimum weight provisions of the carrier's tariff without first having advised the consumer of such minimum weight provisions.

(L) The determination of weight for shipments of household goods by interstate carriers shall be governed by 49 C.F.R. 371, 375, and 507 to 521 as effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code.

4901:2-19-08 Estimates by the carrier.

(A) Except as otherwise provided for in paragraphs (E), (F), and (G) of this rule, all estimates shall be in writing in plain and understandable English.

(B) Estimates may be offered on a nonbinding, binding, or guaranteed-not-to-exceed basis.

(C) No provision contained in any tariff filed by the carrier or on the bill of lading accompanying a shipment of household goods shall be considered binding upon the consumer unless it is also disclosed to the consumer in the estimate for such shipment.

(D) All estimates shall include the following:

(1) The name, address and certificate number of the carrier that is to perform the transportation service.

(2) The name and signature of the person preparing the estimate and the date on which the estimate is made.

(3) The type of estimate being provided: nonbinding, binding, or guaranteed-not-to-exceed.

(4) The name and address of the consumer.

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(5) A description of the shipment and any charges to be assessed for the shipment.

(6) A description of all services to be provided and all charges to be assessed for those services.

(7) The origin and the destination of the proposed shipment; if the estimate is made based upon the miles between the origin and the destination, the mileage must be listed.

(8) The estimated total weight of the shipment if the carrier's rate is based on the weight of the shipment.

(9) All costs related to storage time, if applicable.

(10) The planned pickup and delivery dates for the shipment; in the event that the pickup and delivery dates have not been determined by the consumer, the estimate must indicate "telephone notification" in the space provided for the pickup and delivery dates.

(11) The carrier's choice of reimbursement option(s) for the consumer as required in rule 4901:2-19-06 of the Administrative Code.

(12) If the carrier chooses the right to repair any damaged goods in lieu of reimbursement, a statement explaining this right.

(13) If the consumer and the carrier agree to a deductible amount against any reimbursement for lost or damaged goods, a statement identifying the amount of the deductible and a place for the consumer to initial the agreement to signify that the consumer elects such limitation.

(14) The total estimated cost for the shipment.

(15) A statement of the specific methods of payment that the carrier will accept on delivery.

(16) The following statement regarding consumers' rights and responsibilities in Ohio:

"You have a minimum of sixty days from the date of the move to file a claim for any damaged or missing goods. The carrier must acknowledge receipt of your claim within fifteen days after receiving it and must respond to you within thirty days. If your complaint is not resolved after

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you have called the carrier, you may contact the ~~Public Utilities Commission~~ public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) ~~or for TTY at 1-800-686-1570 (toll free)~~ from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service)."

(17) A signature line for the consumer to sign to accept the estimate. The signature line must include the date on which the estimate was accepted. The following statement must be entered in boldface type or contrasting color above the signature line:

"I accept the above estimate by ____(carrier). I understand that by accepting this estimate, I am entering into a contract with____ (carrier) to perform the work described in the estimate."

(E) Nonbinding estimates

(1) A carrier may provide a nonbinding estimate of the approximate costs of transporting such goods.

(2) Nonbinding estimates shall be provided only after a visual inspection of the goods by the estimator.

(a) The carrier may charge a reasonable fee for performing the visual inspection, provided that this fee is disclosed to the consumer prior to the visual inspection and the amount of the fee shall be credited to the shipment's rates and charges if the consumer accepts the carrier's estimate.

(b) A consumer may waive its right to a visual inspection by personally signing a waiver on the written estimate.

(3) All nonbinding estimates shall be reasonably accurate and in accord with the carrier's tariff.

(4) The final charges on shipments moved shall be determined by the carrier's tariff.

(5) In addition to the requirements of paragraph (D) of rule 4901:2-19-08 of the Administrative Code, all nonbinding estimate forms shall include the following:

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(a) On its face, in boldface type or a contrasting color, the following statement: "This estimate is a nonbinding estimate. If this estimate is accepted, the cost may exceed, or be less than, the amount contained in this estimate."

(b) The rates, charges, and provisions of the carrier's tariff applicable to the shipment. All rates and charges shall be clearly and explicitly stated per unit in U.S. dollars and cents. Rates may be stated in any measurable unit verifiable by the consumer.

(c) A statement for a consumer to personally sign to waive a visual inspection;

(d) The following statement above the signature of the person preparing the estimate: "This is an estimate only. Actual charges will be based upon services provided."

(6) A carrier may provide a nonbinding oral estimate in lieu of a written estimate in the following situations:

(a) When the consumer requests an estimate five days or less prior to the scheduled move.

(b) When the total charges for the oral estimate equal five hundred dollars or less.

(7) In the event that the carrier provides an oral estimate, the carrier must provide a bill of lading in accordance with the terms of rule 4901:2-19-09 of the Administrative Code.

(F) Binding estimate

(1) A carrier may provide a binding estimate of the costs which the consumer will be required to pay for the services included in the estimate.

(2) A consumer shall accept the binding estimate by signing on the signature line provided for in paragraph (D)(17) of this rule. The carrier shall retain at least one copy of the estimate and shall provide one copy of the estimate, signed by both parties, to the consumer.

(3) Following acceptance of the binding estimate by the consumer, both the carrier and consumer shall be contractually bound by the estimate.

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(4) The carrier may require the consumer to provide a deposit upon acceptance of the estimate by the consumer.

(5) In addition to the requirements of paragraph (D) of rule 4901:2-19-08 of the Administrative Code, a binding estimate shall clearly indicate on its face, in boldface type or a contrasting color, that the estimate is binding on the carrier for the household goods and services identified on the estimate and that the charges shown are the charges that will be assessed for the services identified in the estimate.

(6) A carrier may provide a binding oral estimate in lieu of a written estimate when the total charges for the oral estimate equal five hundred dollars or less.

(7) In the event that the carrier provides an oral estimate, the carrier must provide a bill of lading in accordance with the terms of rule 4901:2-19-09 of the Administrative Code.

(G) Guaranteed-not-to-exceed estimates

(1) A carrier may provide for an estimate on a guaranteed-not-to-exceed basis. The carrier shall specify the maximum charge which the consumer will be charged for the shipment. The consumer shall be liable for the maximum charge specified in the estimate or the charges determined by applying the carrier's tariff, whichever is less.

(2) A consumer shall accept the guaranteed-not-to-exceed estimate by signing on the signature line provided for in paragraph (D) (17) of this rule. The carrier shall retain at least one copy of the estimate and shall provide one copy of the estimate, signed by both parties, to the consumer.

(3) Following acceptance of the guaranteed-not-to-exceed estimate by the consumer, both the carrier and consumer shall be contractually bound by the estimate.

(4) The carrier may require the consumer to provide a deposit upon acceptance of the estimate by the consumer.

(5) In addition to the requirements of paragraph (D) of rule 4901:2-19-08 of the Administrative Code, a guaranteed-not-to-exceed estimate:

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(a) Shall clearly indicate on its face, in boldface type or a contrasting color, that the consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate for the household goods and services identified on the estimate or the charges determined by applying the carrier's tariff.

(b) Must contain the rates, charges and provisions of the carrier's tariff which are applicable to the shipment. All rates and charges shall be clearly and explicitly stated per unit in U.S. dollars and cents. Rates may be stated in any measurable unit verifiable by the consumer.

(6) A carrier may provide a guaranteed-not-to-exceed oral estimate in lieu of a written estimate when the total charges for the oral estimate equal five hundred dollars or less.

(7) In the event that the carrier provides an oral estimate, the carrier must provide a bill of lading in accordance with the terms of rule 4901:2-19-09 of the Administrative Code.

(H) Addendum to original estimate

(1) If, at the time the shipment is picked up or delivered, a consumer adds household goods or requests services which were not identified in the original estimate, then prior to loading or unloading the additional household goods or providing the additional services, the carrier may either reaffirm the original estimate or provide to the consumer an addendum estimating the charges for the additional household goods or services.

(2) Any such addendum to the estimate must conform to all of the provisions of this rule.

(3) Once a shipment is loaded, failure to execute a new binding estimate or a nonbinding estimate signifies that the carrier and consumer have reaffirmed the original estimate.

(4) In the event that the consumer or its representative is not available to sign the addendum, the carrier must advise the consumer or its representative by telephone of the terms of the addendum and enter "telephone authorization received" in the space for the consumer's signature.

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(I) Estimates for shipment of household goods provided by interstate household goods carriers shall be determined by 49 C.F.R. 375, 401 to 409 as effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code.

4901:2-19-09 Receipt or bill of lading.

(A) A carrier shall immediately issue a receipt or bill of lading upon receiving household goods for an intrastate move.

(B) A bill of lading shall include:

(1) The name, address, telephone number and certificate number of the carrier which will transport the shipment;

(2) The actual pickup date and the agreed delivery date or the agreed period of time within which delivery of the shipment is expected at the destination;

(3) If the carrier's rates for the shipment are based upon the weight of the shipment, the tare, gross and net weights, weighed as required by paragraph (B) of rule 4901:2-19-07 of the Administrative Code;

(a) The carrier shall enter the tare weight on the copy of the receipt or bill of lading and shall attach the tare weight ticket to it before the vehicle(s) has been loaded.

(b) True copies of the gross weight tickets required by paragraph (B) of rule 4901:2-19-07 of the Administrative Code shall be attached to the receipt or bill of lading as soon as such weight tickets are obtained.

(c) The carrier shall give the consumer a copy of the gross weight ticket either at the weighing, if the consumer is present, or otherwise at the destination.

(4) The number of the vehicle(s) onto which the shipment is loaded; and

(5) If requested by the consumer, a complete inventory of the household goods loaded on the vehicle. The carrier may charge a fee for performing such an inventory. The inventory shall be attached to the bill of lading.

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(C) If a carrier has given the consumer an oral estimate, in addition to the requirements of paragraph (B) of this rule, the receipt or bill of lading must also include the following:

(1) A description of the rates and specific charges assessed for the shipment and any services provided by the carrier;

(2) Any terms and conditions specific to the consumer's shipment;

(3) The specific reimbursement language for lost or damaged goods offered by the carrier on its estimate form as required by paragraph (D)(11) of rule 4901:2-19-08 of the Administrative Code; and

(4) The following statement regarding customers' rights and responsibilities in Ohio:

"If your complaint is not resolved after you have called the carrier, you may contact the ~~Public Utilities Commission~~public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) ~~or for TTY at 1-800-686-1570 (toll free)~~ from eight a.m. to five p.m. weekdays, or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service)

"You have a minimum of sixty days from the date of the move to file a claim for any damaged or missing goods. The carrier must acknowledge receipt of your claim within fifteen days after receiving it and must respond to you within thirty days."

(D) The carrier shall attach a copy of the estimate, any addenda, and any applicable inventory and/or weight tickets to the bill of lading at the time the carrier picks up the shipment. The bill of lading and any attached documents must remain with the shipment until delivery.

(E) The driver of any vehicle being utilized for the transportation of household goods should have in his possession, when driving, a copy of the receipt or bill of lading for each shipment being transported.

(F) If the carrier provided an oral estimate to the consumer, no terms or conditions for the shipment may be included on the bill of lading and/or be considered binding upon the consumer unless such terms and conditions were disclosed to the consumer at the time the carrier gave the oral estimate.

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(G) For orders for service, inventories, and bills of lading, interstate household goods carriers must comply with 49 C.F.R. 375, 501, 503, and 505 as effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code.

"NO CHANGE"

4901:2-19-10 Timetable.

(A) Each carrier will transport each shipment with reasonable dispatch as defined in paragraph (M) of rule 4901:2-19-01 of the Administrative Code.

(B) All estimates shall clearly identify the planned pickup and delivery dates for the shipment. Unless otherwise instructed by the consumer no carrier shall fail to timely pick-up or deliver a shipment of household goods according to the dates entered on the estimate. In the event that the pickup and/or delivery dates have not been determined at the time of the acceptance of the estimate, the consumer may enter telephone notification in the space provided on the estimate for pickup and delivery dates.

(C) The carrier shall give notice to the consumer if the shipment will not be delivered in accordance with the terms of the estimate, receipt or bill of lading. In the event the carrier is unable to obtain from the consumer an address or telephone number for such notification, this rule shall not apply.

(1) As soon as it becomes apparent to the carrier that it is unable to deliver the shipment as required, the carrier shall notify the consumer, or person designated by the consumer by telephone, or in person, at the carrier's expense.

(2) The carrier shall disclose the location and general condition of the shipment, the reason for such delay and the date or period of time during which delivery of the shipment will be made and shall repeat such notification if any subsequent date or period of time so assigned is not met.

(3) Notification as required herein shall not affect the determination of compliance by the carrier with reasonable dispatch as required in paragraph (A) of this rule.

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(D) Any notification required by paragraph (B) or (C) of this rule shall be kept as a part of the carrier's record of the shipment. Carrier's record of the notification shall be signed by the person who gave such notification and must contain the following information:

(1) The time and date of notification;

(2) Method of notification;

(3) The name of the person notified;

(4) The reason for delay;

(5) The location and condition of the shipment in cases of delay in delivery; and

(6) The new date or period assigned for pickup or delivery.

"NO CHANGE"

4901:2-19-11 Tendering for delivery.

(A) Except upon the request or concurrence of the consumer, or his representative, a shipment shall not be tendered for delivery prior to the agreed delivery date or period of time specified on the receipt or bill of lading.

(B) In the event a carrier is able to tender a shipment for final delivery more than twenty-four hours prior to the agreed delivery date or period of time specified on the receipt or bill of lading, and the consumer or his representative has not requested or concurred in such early delivery, the carrier may, at its option, place the shipment in storage at the carrier's expense in a warehouse located in close proximity to the destination point of the shipment.

A carrier exercising its option under paragraph (B) of this rule shall immediately notify the consumer of the name and address of the warehouse in which the shipment has been placed. The carrier shall make and keep a record of the notification as a part of its record of shipment.

(1) Notwithstanding all carrier responsibilities pursuant to the bill of lading, which shall continue until final delivery, carrier responsibility for storage and any attendant storage charges shall not extend beyond the

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agreed delivery date or the first day of the period within which delivery was to have been accomplished as specified in the bill of lading.

(2) At the time of delivery of a collect-on-demand shipment, for which a nonbinding estimate has been furnished, the carrier shall relinquish possession of the shipment upon payment of not more than one hundred ten per cent of the estimated charges. Payment of the balance of any remaining charges shall be deferred for thirty days following the date of delivery. Payment shall be made in the form as specified in the estimate.

(C) At the time of delivery of a collect-on-demand shipment, on which a binding estimate has been furnished, the carrier shall relinquish possession of the shipment upon payment of the total charge specified in the binding estimate. Payment shall be made in the form as specified in the estimate.

(D) At the time of delivery of a collect-on-demand shipment, on which a guaranteed-not-to-exceed estimate has been furnished, the carrier shall relinquish possession of the shipment upon payment of an amount equal to the maximum charge specified in the estimate. Payment shall be made in the form as specified in the estimate.

(E) At the time of delivery of a collect-on-demand shipment on which a guaranteed-not-to-exceed oral estimate has been furnished pursuant to paragraph (G) of rule 4901:2-19-08 of the Administrative Code, the carrier shall relinquish possession of the shipment upon payment of an amount equal to the maximum charge specified on the bill of lading. Payment shall be made in the form as specified in the estimate.

(F) At the time of delivery of a collect-on-demand shipment, on which a binding oral estimate has been furnished under the provisions of paragraph (F) of rule 4901:2-19-08 of the Administrative Code, the carrier shall relinquish possession of the shipment upon payment, in cash, certified check or money order, of the amount agreed upon, but not exceeding, five hundred dollars.

(G) Except for as provided for in paragraphs (F) and (G) of this rule, at the delivery of a collect-on-demand shipment, on which the carrier did not furnish a written estimate as required by rule 4901:2-19-08 of the Administrative Code, the carrier must relinquish possession of the shipment upon demand of the consumer.

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(H) The responsibility of interstate household goods carriers for tendering shipments of household goods shall be determined by 49 C.F.R. 375, 601 to 609 as effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code.

4901:2-19-12 Signed receipt for shipment and records retention.

(A) A carrier's delivery receipts ~~or~~ and shipping documents, which ~~are~~ includes all documents to be signed by the consumer at the time of delivery, may not include any language purporting to release or discharge the carrier or it agents from liability due to loss or damage to the shipment.

(B) A carrier's delivery receipts ~~or~~ and shipping documents, which ~~are~~ includes all documents to be signed by the customer at the time of delivery, may include a statement that the property has been received by the customer in apparent good condition, except as noted on the shipping documents.

(C) Carrier's shall retain all delivery receipts and shipping documents related to a mover for hire of household goods for a period of not less than twelve months from the date of completion of the move.

4901:2-19-14 Advertisements.

(A) Every carrier shall include in every advertisement the name or trade name, address, and telephone number of the carrier and the certificate number assigned to that carrier by the commission. The certificate number shall be in the following format in every advertisement: "PUCO No. _____."

(B) For purposes of this rule, an "advertisement" means any communication to the public in connection with an offer or sale of any intrastate transportation service. This includes a yellow pages listing, on-line website, social media or ~~domain~~domains, email solicitations, or written or electronic database listings of the carrier name, address and telephone number in an on-line database but excludes advertisement over airwaves, including radio and telephone, and listings of a carrier name, address and telephone number in a white pages listing.

(C) Notwithstanding the provisions of paragraph (A)(3) of rule 4901:2-5-10 of the Administrative Code, all motor vehicles used to transport household goods in this state shall be marked with the company name, city and state, company

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number of vehicle and PUCO certificate number in letters not less than two inches in height and three-eighths inch in width.

(D) All advertisements and information provided by interstate household goods carriers shall comply with 49 C.F.R. 375, 207, 213, and 301 as effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code.

4901:2-19-15 Claims for loss or damage.

(A) Every carrier which receives a written claim for loss of or damage to property transported by it, shall acknowledge receipt of such claim in writing to the claimant within fifteen calendar days after its receipt by the carrier or the carrier's agent. The carrier shall at the time such claim is received, cause the date of receipt to be recorded on the claim.

(B) Every such carrier which receives a written claim for loss or damage to household goods transported by it shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within thirty days after receipt of the claim by the carrier or its agent.

(C) No carrier may include in any estimate, bill of lading or tariff any provision which limits the time the consumer's right or ability to~~a consumer may~~ file a claim with the carrier within the time limits established by the carrier, provided that no carrier shall establish a time limit of ~~to~~ less than sixty days or to ~~present~~ file a claim ~~in less time than specified in this rule~~.

~~(D) No carrier may include in any estimate, bill of lading or tariff any provision which limits the consumer's ability or right file a claim with the carrier.~~

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4901:2-19-16 Prohibitions.

(A) No carrier shall commit a deceptive or unconscionable act or practice in connection with a transaction related to the transportation of household goods within this state. Such a deceptive or unconscionable act or practice is prohibited by this paragraph irrespective of whether it occurs before, during or after such a transaction.

(B) Carriers shall establish customer complaint resolution procedures that comply with all of the following requirements:

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(1) Provide commission staff with a company contact, including a toll free number and an e-mail address, for complaint resolution.

(2) Report the status of a complaint to the affected customer and/or commission staff within fifteen business days of the receipt of a customer complaint, or at any time upon staff request.

(3) After the initial fifteen business day time frame, the carrier shall report the interim status of the complaint at five business day intervals to the customer and/or the commission staff, unless otherwise agreed to by the customer and/or staff. If the resolution of the complaint is conveyed orally, the carrier shall inform the customer of his/her right to receive from the carrier the final resolution of the complaint in writing.

(C) No unreasonable discounts shall be authorized by tariff provisions or otherwise allowed by any carrier, and no rates or charges shall be established by prepayment of charges. This rule shall not preclude a carrier from accepting payment by credit card pursuant to an agreement between the carrier and a financial institution.

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4901:2-19-17 Adoption of the consumer protection regulations of the United States department of transportation.

(A) The commission hereby adopts the provisions of the consumer protection regulations of the U.S. department of transportation for the transportation of household goods in interstate commerce contained in 49 C.F.R. 366, 370, 371, 373, 375, 378, 386, and 387, unless specifically excluded or modified by a rule of this commission, that was effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code. All household goods carriers operating in interstate commerce within Ohio shall conduct their operations in accordance with those regulations and the provisions of this chapter.

(B) All interstate household goods carriers shall operate in conformity with all applicable regulations of the U.S. department of transportation, which have been adopted by this commission, subject to any exemptions granted by the U.S. department of transportation. Violation of any such federal regulation by any interstate household goods carriers shall constitute a violation of this commission's rules.

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4901:2-19-18 Failures to comply with the rules or commission orders.

(A) Any Household goods mover that fails to comply with the rules and standards in this chapter, or with any commission order, direction, or requirement promulgated thereunder, may be subject to any and all remedies available under the law, including but not limited to the following:

(1) Suspension or Revocation of their certificate in accordance with the provisions of rule 4901:2-21-07 of the Administrative Code.

(2) Forfeiture to the state of not more than twenty five thousand dollars for each such failure, with each day's continuance of the violation being a separate offense.

(3) Corrective action to effectuate compliance, including but not limited to injunctive relief pursuant to Revised Code Section 4923.99.

(4) Restitution or damages to the customer/consumer.

(B) Enforcement of any rule in this chapter or commission order, direction or requirement promulgated thereunder, will be conducted in accordance with Chapter 4901:1-9 of the Administrative Code.