

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission's Review of )  
 its Rules for Household Goods ) Case No. 08-599-TR-ORD  
 Transportation at Chapter 4901:2-19, Ohio )  
 Administrative Code. )

ENTRY

The Commission finds:

- (1) Section 119.032, Revised Code, requires all state agencies, every five years, to conduct a review of its rules and determine whether to continue their rules without change, amend their rules, or rescind their rules. Chapter 4901:2-19, Ohio Administrative Code (O.A.C.), sets forth the requirements for the transportation of household goods.
- (2) Section 119.032(C), Revised Code, requires that the Commission determine:
  - (a) Whether the rule should be continued without amendment, be amended, or be rescinded, taking into consideration the purpose, scope, and intent of the statute under which the rule was adopted;
  - (b) Whether the rule needs amendment or rescission to give more flexibility at the local level;
  - (c) Whether the rule needs amendment to eliminate unnecessary paperwork; and
  - (d) Whether the rule duplicates, overlaps with, or conflicts with other rules.
- (3) The staff of the Commission has prepared amendments to some of the rules contained in this chapter. A copy of the proposed amended rules is attached to this entry. Among the more substantive changes include the following:
  - (a) Staff recommends that Rule 4901:2-19-13, O.A.C., be deleted so as not to require any consumer to be required

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to participate in mediation proceedings. Consumers will still have the ability to contact our call center with informal complaints or file a formal complaint under Section 4905.26 of the Revised Code.

- (b) Staff also recommends that a new rule, 4901:2-19-18, O.A.C., be added that would adopt the consumer protection regulations of the Federal Motor Carrier Safety Administration of the Department of Transportation. Staff believes that this is appropriate because Section 4921.40, Revised Code, now provides that the Commission has the authority to enforce household goods regulations against interstate household goods carriers.
- (4) The Commission also requests that interested persons provide comment on the following:

Rule 4901:2-19-06, O.A.C., provides that carriers shall use an estimate form prescribed by the Commission. Given that most moves require written estimates, do parties believe this form should be prescribed by the Commission? If so, what information should be required to be on the form? Should it be limited solely to the provisions of Rule 4901:2-19-06, O.A.C., or should other disclosures such as provisions related to customer rights and responsibilities be on the form, in recognition that the customers have the opportunity to read the required written estimate form before signing the contract.

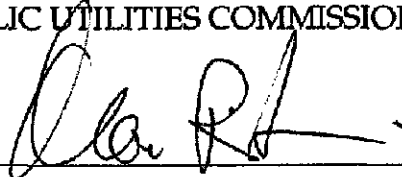
- (5) The Commission requests comments from interested persons to assist in the review required by Section 119.032(C), Revised Code. Comments should be filed in this docket, in writing, with the Commission's Docketing Division by July 21, 2008. Reply comments should be filed by July 28, 2008. All comments must be sent to: The Public Utilities Commission of Ohio, Docketing Division, 13<sup>th</sup> floor, 180 East Broad Street, Columbus, Ohio 43215.

It is, therefore,

ORDERED, That comments on the attached amended rules be filed in accordance with Finding (4). It is, further,

ORDERED, That a copy of this entry be served upon all certified household goods carriers and any interested person of record.

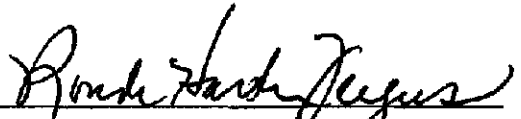
THE PUBLIC UTILITIES COMMISSION OF OHIO



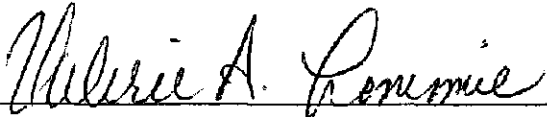
Alan R. Schriber, Chairman



Paul A. Centolella



Ronda Hartman Fergus



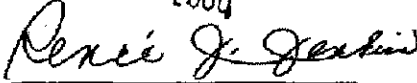
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Cheryl L. Roberto

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Entered in the Journal

~~JUL 02 2008~~



Renee J. Jenkins  
Secretary

**4901:2-19-01 Definitions.**

~~(A) "Household goods" mean:~~

~~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.~~

~~(B) "Reasonable dispatch" means:~~

~~The performance of transportation on the dates 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.~~

~~(C) "Associated service" means:~~

~~Any service provided by the carrier which is incidental to the transportation service being provided, but does not include weighing.~~

~~(D) "Certified scale" means:~~

~~A scale which has been tested and approved by the local official charged with the duty of regulating weights and measures.~~

~~(E) "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.~~

~~(F) "Intrastate commerce" means:~~

~~Transportation from one point in this state to another point in this state, and transportation within, into, or from this state where such transportation is not subject to the jurisdiction of the United States secretary of transportation or the surface transportation board pursuant to 49 U.S.C. 13506(6).~~

- (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) "C.F.R. means code of federal regulations.**
- (C) "Carrier" means any person engaged in the intrastate transportation of household goods.**
- (D) "Certified scale" means a scale which has been tested and approved by the local official charged with the duty of regulating weights and measures.**

- (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) **"Household goods" mean 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.**
- (H) **Interstate household goods carrier" means any person who is authorized to and engaged in the transportation of household goods in interstate commerce.**
- (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) **"Intrastate commerce" means transportation from one point in this state to another point in this state, and transportation within, into, or from this state where such transportation is not subject to federal jurisdiction.**
- (K) **"Reasonable dispatch" means the performance of transportation on the dates 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.**
- (L) **"Tare weight" means the weight of an empty vehicle or container.**

**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) **For good cause shown as supported by a motion and supporting memorandum, waive any requirement, standard, or rule set forth in this chapter.**
  - (2) **As it deems necessary in any proceeding, prescribe different standards for the transportation of household goods.**
  - (3) **Monitor carriers 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.
- (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) The fact that carriers under the commission's jurisdiction fail to comply with any provision(s) within this chapter, or with other applicable federal or state law, does not by itself constitute inadequate service as a matter of law. Rather, the question as to whether service is legally inadequate requires a formal determination by the commission, preceded by a hearing pursuant to section 4905.26 of the Revised Code, unless the hearing is waived by the complainant and the respondent.
- (F) Each citation contained within this chapter that is made either to a section of the United States code or to a regulation in the code of federal regulations is intended, and shall serve, to incorporate by reference the particular version of the cited matter that was effective on July 2, 2008.
- (G) The Commission may waive any requirement of Chapter 4901:2-19 of the Administrative Code for good cause shown.

**4901:2-19-023 Tariffs and rates.**

- (A) ~~Each motor carrier authorized to and engaged in the transportation of household goods shall establish and maintain, by filing in the manner required by the rules of this commission, rates for the transportation of household goods and associated services related to the transportation of household goods within this state.~~
- (B) Rates, charges and provisions of a carrier's tariff shall be clearly stated. Rates and charges shall be explicitly stated per unit in U.S. dollars and cents. Rates may be stated in any measurable unit verifiable by the consumer.
- (C) 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." ~~The commission shall prescribe, by order, a form which meets the minimum requirements of this rule for simplified tariffs.~~

- (D) ~~No carrier may include in its tariff transportation rates which provide for minimal reimbursement for lost or damaged goods, as provided by rule 4901:2-19-6 of the Administrative Code, unless the tariff also includes transportation rates which provide for reimbursement for the depreciated value of lost or damaged goods. All carriers are liable for the value of goods transported. No intrastate household goods carrier may provide for minimal liability coverage of 60 cents per pound without providing an option for full declared value reimbursement.~~
- (E) Interstate household goods carriers are not required to file with the Commission tariffs required under this chapter, except that such carriers must have publicly available information identifying terms and conditions and rates for service and such rates and charges for shipments of household goods by interstate household goods carriers shall be determined by 49 C.F.R. 375.215 to 221, 703, 705, 801 to 807 as effective on the date referenced in paragraph (F) of rule 4901:2-19-02 of the Administrative Code.
- (F) All tariffs shall include a title page consistent with the form prescribed, by order, by the commission and all pages shall be numbered consecutively and replacement tariffs shall indicate all applicable cancelled and substituted pages.
- (G) If a tariff contains more than fifteen pages, a table of contents containing a full and complete statement, in alphabetical order, of the exact location where information under general headings, by subjects, will be found, specifying the page or item number.
- (H) If a tariff is filed for more than one carrier, the individual names and firm names or corporate names of participating carriers, with the city and state in which their principal offices are located, shall be shown in alphabetical order or referenced in a governing publication on file with the commission.
- (I) All of the provisions that in any way affect the rates named in the tariff shall be included or referenced to in a governing publication on file with the commission.
- (J) A statement of rates or any applicable rate basis table must be arranged in a simple and systematic manner.
- (K) An explanation of symbols, reference marks and abbreviations of technical terms used in the tariff shall be shown on the last page or pages of the tariff.
- (L) Each carrier that maintains mileage rates that do not contain a list of points between which such rates apply shall identify the source of the mileage used.
- (M) *All tariffs shall be typed and shown in plain and understandable English and must be filed with the commission in original form. Tariffs may be filed electronically with the Commission. Copies and facsimiles are not acceptable.*

~~4901:2-19-03~~ **Contents of tariffs.**

- ~~(A) All tariffs shall include a title page consistent with the form prescribed, by order, by the commission.~~
- ~~(B) If a tariff contains more than fifteen pages, a table of contents containing a full and complete statement, in alphabetical order, of the exact location where information under general headings, by subjects, will be found, specifying the page or item number.~~
- ~~(C) If a tariff is filed for more than one carrier, the individual names and firm names or corporate names of participating carriers, with the city and state in which their principal offices are located, shall be shown in alphabetical order or referenced to in a governing publication on file with the commission.~~
- ~~(D) All of the provisions that in any way affect the rates named in the tariff shall be included or referenced to in a governing publication on file with the commission.~~
- ~~(E) A statement of rates or any applicable rate basis table must be arranged in a simple and systematic manner.~~
- ~~(F) An explanation of symbols, reference marks and abbreviations of technical terms used in the tariff shall be shown on the last page or pages of the tariff.~~
- ~~(G) Each carrier that maintains mileage rates that do not contain a list of points between which such rates apply shall identify the source of the mileage used.~~
- ~~(H) All tariffs shall be written in plain and understandable English.~~

**4901:2-19-04 Changes to tariffs.**

- (A) All changes in rates and charges, or in ~~rules terms and conditions~~ or other provisions that affect rates, shall be filed with the commission ~~at least fifteen days prior to their effective dates.~~  
**Tariff changes will be effective the day they are filed.**
- ~~(B) All publications shall highlight changes in existing rates or charges. Explanations of any symbols used to indicate the changes shall be provided in the publication in which the symbols are used.~~
- (CB) 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) \_\_\_\_\_."
- (DC) Changes in the rates, ~~rule~~**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 tariff.
- (E) Carriers may provide for the use of discounts and individual contracting in their tariffs. All contracts must be maintained by the carrier for a period of three years.

**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.
- (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 ~~fifteen~~-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 by paragraph (D) of this rule, a carrier ~~of household goods~~ shall be liable for loss of, or damage to, such goods during transportation by the carrier or while such goods are stored by the carrier. The carrier shall be liable for lost or damaged household goods during pickup and delivery or while such goods are being serviced by any third party engaged by the carrier to perform any services related to the household goods.
- (B) 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.
- (C) A carrier's rates and charges in its tariff may provide for limitations on the amount that the carrier will reimburse the consumer for lost or damaged goods.

No such limitation will be effective unless the consumer signifies that it elects such limitation by personally initialing the statement on the estimate or the addendum to the estimate as provided by paragraph (E) of this rule and by personally inserting the declared value of the shipment. In the event that the consumer does not elect such limitation by personally initialing

the statement on the estimate or the addendum to the estimate, the consumer shall be reimbursed for the depreciated value of any goods lost or damaged, with no limitation as to the total declared value of the shipment.

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

(E)

(1) All estimates, or bills of lading in the event no written estimate was prepared, used for any shipment of household goods in this state shall have printed in distinctive color or boldface type on the face of a statement reading ~~as follows~~ **the following as applicable:**

Reimbursement for lost or damaged goods

"Consumer Must Personally Initial Choice For Carrier Cargo Liability"

( ) 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.

~~( ) I accept reimbursement equal to the depreciated value of 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 reimbursements for lost or damaged goods shall not exceed this declared value.~~

( ) I accept reimbursement equal to the replacement cost for lost or damaged goods. I declare a total replacement value of \$ \_\_\_\_\_ ~~or a minimum of four dollars per pound times the weight of the shipment, whichever is greater.~~ I understand that total reimbursements for lost or damaged goods shall not exceed this declared value. ( ) **I understand that failure to disclose any article valued at greater than \$100 per pound may limit the carrier's reimbursement liability to this maximum per article.**

(2) In the event that a shipment is not weighed in compliance with rule 4901:2-19-07 of the Administrative Code, the declared value of the shipment shall be based solely on the consumer's declaration.

(F) Notwithstanding the reimbursement rate stated in paragraph (E) of this rule, any consumer who selects depreciated value or replacement cost in the estimate shall have the right to claim reimbursement for the depreciated value or the replacement cost, as appropriate, for any individual lost or damaged article or articles, ~~up to the greater of the declared value or the reimbursement rate times the weight of the shipment.~~

(G) 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.

- (H) ~~The commission shall prescribe, by order, a form estimate in compliance with this rule~~**The carrier shall use the form prescribed by the Commission which can be accessed on the commission's website.**
- (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.
- 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:
- (     ) I choose a deductible of \$ \_\_\_\_\_ against any reimbursement for lost or damaged goods.
- (J) 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.
- (K) **An interstate household goods carrier's liability to the shipper for loss or damage to 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.**

**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 common-carrier which~~**that** establishes household goods rates by weight shall determine the tare weight of each vehicle used in the transportation of household goods by having it weighed prior to the transportation of each shipment, without the crew thereon, on a certified scale, and when so weighed, the fuel tanks on such vehicle shall be full and the vehicle shall contain all pads, chains, dollies, handtrucks and other equipment needed in the transportation of shipment to be loaded thereon. The tare weight of the vehicle used in a move shall be entered on the bill of lading after the vehicle has been loaded. The net weight of the shipment shall be obtained by deducting the tare weight from the gross weight. 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 movement or in the direction of the next pickup or delivery in the case of part loads. In the transportation of part loads, this paragraph 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. The consumer of the load, or his representative, upon request of either, shall be permitted without charge to accompany in his own conveyance, the carrier to the weighing station, and to observe the weighing of shipment after loading. **The carrier shall use a certified scale which will permit the consumer to observe the weighing of his shipment without causing delay.**

If no certified scale is available at origin, at any point in route, or at destination, a constructive weight, based on seven pounds per cubic foot of properly loaded van space, may be used.

- (C) The carrier shall obtain a weight ticket with tare and gross weights evidenced by separate tickets, and the driver shall enter thereon the number of the bill of lading accompanying the shipment, and a copy shall be retained in the carrier's file. If both the gross and tare weights of a shipment are obtained on the same scale, they may be evidenced on the same weight ticket. A true copy of each weight ticket pertaining to a shipment shall be given to the consumer at the weighing station if the consumer is present or upon delivery of the shipment if the consumer is not present at the weighing. 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. Additionally, 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.
- (D) No ~~common~~ 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.
- (E) **The determination of weight for shipments of household goods by interstate carriers shall be governed by 49 C.F.R. 375.507 to 521 as effective on the date referenced in paragraph (F) of rule 4901:2-19-02 of the Administrative Code.**

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

- (A) Except as provided in paragraph (K) or (L) of this rule, carriers ~~engaged in the transportation of household goods~~ must provide written estimates of the cost of such moves. All estimates, addenda to estimates and modifications or changes to estimates shall be in writing in plain and understandable english and shall constitute the contract covering such move. Estimates shall clearly describe the shipment, all services to be provided and all charges to be assessed for the shipment and associated services. Estimates may be offered on a nonbinding, binding or guaranteed-not-to-exceed basis, and the written estimate shall clearly specify whether it is made on a nonbinding, binding or guaranteed-not-to-exceed basis in the manner set forth in ~~division-level chapter~~ 4901:2-19 of the Administrative Code.
- (B) A consumer shall accept the **binding or not to exceed** estimate by signing on the signature line provided for in paragraph (F)(8) 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. Following acceptance of the **binding or not to exceed** estimate by the consumer, both the carrier and consumer shall be contractually bound by the estimate. The carrier may require the consumer to provide a deposit upon acceptance of the estimate by the consumer.
- (C) A carrier ~~engaged in transporting household goods~~ may provide a nonbinding estimate of the approximate costs of transporting such goods. Nonbinding estimates shall be provided only

after a visual inspection of the goods by the estimator. 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. All nonbinding estimates shall be reasonably accurate and in accord with the carrier's tariff. The final charges on shipments moved after a nonbinding estimate shall be determined by the carrier's tariff applicable to such transportation.

- (1) A nonbinding estimate shall clearly indicate 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."
  - (2) A nonbinding estimate must contain the rates, charges and provisions of the carrier's tariff which are applicable to the shipment for which the estimate is made. 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.
  - (3) A consumer may waive its right to a visual inspection by personally signing a waiver on the estimate. Such waiver must include the following statement: "I hereby waive my right to a visual inspection by the carrier for this nonbinding estimate. I acknowledge that the carrier did not inspect my household goods prior to the time the estimate was prepared, and I understand that I may be liable for additional charges for any additional goods or services not specified in this nonbinding estimate."
- (D) A carrier ~~engaged in transporting household goods~~ may provide a binding estimate of the costs which the consumer will be required to pay for the services included in the estimate.
- (1) 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.
- (E) A carrier ~~engaged in transporting household goods~~ may provide for an estimate on a guaranteed-not-to-exceed basis. In a guaranteed-not-to-exceed estimate, the carrier shall specify the maximum charge which the consumer will be charged for the shipment. The consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate or the charges determined by applying the carrier's tariff.
- (1) A guaranteed-not-to-exceed estimate 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.
  - (2) A guaranteed-not-to-exceed estimate must contain the rates, charges and provisions of the carrier's tariff which are applicable to the shipment for which the estimate is made. 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.

- (F) All estimates shall contain the following, in writing:
- (1) The name, address and certificate number of the carrier which is to perform the transportation service and the name and signature of the person preparing the estimate and the date on which the estimate is made for nonbinding estimates only, the following statement must be indicated above the signature of the person preparing the estimate: "This is an estimate only. Actual charges will be based upon services provided";
  - (2) The name and address of the consumer;
  - (3) 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;
  - (4) The estimated total weight of the shipment if the carrier's rate is based on the weight of the shipment;
  - (5) A statement of the specific methods of payment that the carrier will accept on delivery;
  - (6) All costs related to storage time;
  - (7) 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;
  - (8) A signature line for the consumer to sign to accept the estimate. 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." The signature line must include the date on which the estimate was accepted; ~~and~~
  - (9) The total estimated cost for the shipment.
- ~~(G) The commission shall prescribe, by order, a form estimate which meets the minimum requirements of this rule.~~
- ~~(HG) At the time a carrier provides an estimate to a consumer, the~~ **The carrier shall give to the consumer a copy of information on the "consumer rights and responsibilities" under this chapter in on the form prescribed by order of the commission carrier's written estimate.**
- (I) 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.

- (J) If, at the time the shipment is picked up or delivered, a consumer tenders additional household goods or requests services which were not identified in the original estimate, the carrier may, prior to loading or unloading the additional household goods or providing the additional services, reaffirm the original estimate or provide to the consumer an addendum estimating the charges for the additional household goods or services. Any such addendum to the estimate must conform to all of the provisions of this rule. If the carrier loads or unloads the additional household goods or provides the additional services without providing an addendum to the consumer and obtaining the signature of the consumer or its representative, the carrier will be presumed to have affirmed the original estimate. In the event that the consumer or its representative are 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.
- (K) A carrier may provide a nonbinding oral estimate in lieu of a written estimate when the consumer requests an estimate five days or less prior to the scheduled move. In the event that the carrier provides an oral estimate pursuant to this paragraph, the carrier must prepare a bill of lading containing all material terms and conditions pertaining to the shipment including the total estimated charges for the move.
- (L) A carrier may provide a binding, nonbinding, or guaranteed-not-to-exceed oral estimate in lieu of a written estimate when the total charges for the oral estimate equals five hundred dollars or less. In the event that the carrier provides an oral estimate pursuant to this paragraph, the carrier must provide a bill of lading containing all material terms and conditions pertaining to the shipment.
- (M) 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 (F) of rule 4901:2-19-02 of the Administrative Code.

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

- (A) Upon receipt of household goods for transportation in intrastate commerce, the carrier shall immediately issue a receipt or bill of lading. However, a carrier shall not issue a receipt or bill of lading prior to receiving such household goods for transportation.
- (B) Whenever a receipt or bill of lading is issued in compliance with paragraph (A) of this rule, the carrier shall cause to be included therein the following information:
- (1) The name, address, telephone number and certificate number of the ~~motor~~-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 destination.

- (3) The tare, gross and net weights, weighed as required by paragraph (AB) of rule 4901:2-19-07 of the Administrative Code, if the carrier's rates for the shipment are based upon the weight of the shipment; provided that the tare weight shall be entered on the copy of the receipt or bill of lading given to the consumer with the tare weight ticket attached to it before the vehicle(s) has been loaded. 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, and if the consumer is present at the weighing, he shall then be given a copy of the gross weight ticket; otherwise, he shall be given a copy thereof at destination.
- (4) The number of the vehicle(s) onto which the shipment is loaded.
- (5) If requested by the consumer, a complete inventory of the household goods loaded on the vehicle. Nothing in this rule shall be construed to preclude the carrier from charging a fee for performing such an inventory.
- (C) The carrier shall attach a copy of the estimate, and any applicable addenda, to the bill of lading at the time the carrier picks up the shipment. The bill of lading and attached estimate must remain with the shipment until delivery.
- (D) 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.
- (E) No terms or conditions for the shipment may be included on the bill of lading unless such terms and conditions are disclosed to the consumer in the estimate for the shipment of the carrier has provided an oral estimate pursuant to paragraph (K) or (L) of rule 4901:2-19-08 of the Administrative Code. In the event that the carrier has not provided a written estimate to the consumer, no terms or conditions for the shipment shall be binding upon the consumer unless such terms and conditions are disclosed to the consumer on the bill of lading.
- (F) **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 (F) of rule 4901:2-19-02 of the Administrative Code.**

#### 4901:2-19-10 Timetable.

- (A) Each ~~common-carrier by motor vehicle~~ will cause to be transported with reasonable dispatch as defined in paragraph (BL) of rule 4901:2-19-01 of the Administrative Code, each shipment which it has agreed to transport.
- (B)
- (1) All estimates shall contain a provision on which the consumer shall enter the planned pickup and delivery dates for the shipment. After the estimate has been accepted 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 unless otherwise instructed by the consumer.

- (2) 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) Whenever a carrier is unable to make delivery of a shipment of household goods on the date during the period specified in the receipt or bill of lading, the carrier shall notify the consumer, or person designated by the consumer by telephone, ~~telegraph~~, or in person, at the carrier's expense of 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. Such notification shall be given as soon as it becomes apparent to the carrier that it is unable to deliver the shipment in compliance with the terms of the receipt or bill of lading; provided that the requirement of this paragraph shall not apply where the carrier is unable to obtain from the consumer an address or telephone number for such notification. 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.
- (D) ~~Record of notification.~~

When notification required by paragraph (B) or (C) of this rule is given, a record shall be prepared setting forth the time and date of notification, method of notification, the name of the person notified, the reason for delay, the location and condition of the shipment in cases of delay in delivery, and the new date or period assigned for pickup or delivery and the signature of the person who gave such notification which record the carrier shall preserve as a part of its record of the shipment.

#### 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, provided:
- (1) That whenever a carrier is able to tender a shipment for final delivery more than twenty-four hours prior to such specified date or the first day of such specified period of time 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 for its own account and at its own expense in a warehouse located in close proximity to the destination point of the shipment.
  - (2) Whenever a carrier shall exercise such option, it shall immediately notify the consumer for the name and address of the warehouse in which the shipment has been placed, and shall make and keep a record of such notification as a part of its record of shipment.

- (B) The carrier's responsibility for the shipment under the terms and conditions of the bill of lading, and its responsibility for the charges for redelivery, handling and storage thereof, shall continue until final delivery, provided, however, that the carrier's responsibility under the bill of lading and for storage and handling charges shall not extend beyond the 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.
- (C) At the time of delivery of a collect-on-demand shipment, on which a nonbinding estimate has been furnished under the provisions of rule 4901:2-19-08 of the Administrative Code, **If a dispute arises** the consumer may demand delivery of the shipment upon payment, in the form specified by the carrier in the estimate, of an amount not exceeding one hundred ten per cent of the total estimated charges. The carrier shall, upon the demand of the consumer, relinquish possession of the shipment upon payment of not more than one hundred ten per cent of the estimated charges and shall defer demand for payment of the balance of any remaining charges for thirty days following the date of delivery.
- (D) At the time of delivery of a collect-on-demand shipment, on which a binding estimate has been furnished according to rule 4901:2-19-08 of the Administrative Code, the consumer must submit the total charge specified in the binding estimate in the form specified by the carrier in the estimate. The carrier shall relinquish possession of the shipment upon payment of the total charge specified in the binding estimate.
- (E) At the time of delivery of a collect-on-demand shipment, on which a guaranteed-not-to-exceed estimate has been furnished according to rule 4901:2-19-08 of the Administrative Code, the consumer may demand delivery of the shipment upon payment, in the form specified by the carrier in the estimate, of an amount equal to the maximum charge specified in the estimate. The carrier shall, upon the demand of the consumer, relinquish possession of the shipment upon payment of ~~an that amount equal to the lesser of the maximum charge specified in the estimate.~~
- (F) At the time of delivery of a collect-on-demand shipment on which an oral estimate has been furnished under the provisions of paragraph (K) of rule 4901:2-19-08 of the Administrative Code, the consumer may demand delivery of the shipment upon payment, in the form specified by the carrier in the bill of lading, of an amount not exceeding one hundred ten per cent of the total estimated charges as specified on the bill of lading. The carrier shall, upon demand of the consumer, relinquish possession of the shipment upon payment of not more than one hundred ten per cent of the estimated charges and shall defer demand for payment of the balance of any remaining charges for thirty days following the date of delivery.
- (G) At the time of delivery of a collect-on-demand shipment, on which an oral estimate has been furnished under the provisions of paragraph (L) of rule 4901:2-19-08 of the Administrative Code, the consumer may demand delivery of the shipment upon payment, in cash, certified check or money order, of five hundred dollars. The carrier shall, upon demand of the consumer, relinquish possession of the shipment upon payment of five hundred dollars.

- (H) At the time of 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.
- (I) **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 (F) of rule 4901:2-19-02 of the Administrative Code.**

**4901:2-19-12 Signed receipt for shipment.**

No delivery acknowledgement on any shipping document to be signed by the consignee at time of delivery shall contain any language which purports to release or discharge the carrier or its agents from liability, other than a statement that the property has been received without visible damage except as noted on the shipping documents.

~~4901:2-19-13~~ **Mediation of disputes**

~~Prior to filing a complaint against a household goods carrier under section 4905.26 of the Revised Code, a consumer must file a "request for mediation", in writing, with and participate in, the commission mediation program.~~

- ~~(A) A copy of the "request for mediation" shall be served upon the carrier, the chief of the public interest center of the commission's consumer services department, the chief of the transportation section of the legal department and the director of the transportation department.~~
- ~~(B) The parties may commence discovery upon the filing of the "request for mediation" and responses to discovery must be provided to the requesting party within five business days. No statements made during discovery or mediation shall be admissible in any subsequent proceedings under section 4905.26 of the Revised Code.~~
- ~~(C) A "reply" to the "request for mediation" shall be served within five business days upon the consumer, the chief of the public interest center of the commission's consumer services department, the chief of the transportation section of the legal department and the director of the transportation department.~~
- ~~(D) A mediation session shall be convened by an authorized employee of the commission within ten business days of the date on which the "reply" was filed.~~
- ~~(E) The mediator shall prepare, and serve upon the parties, a mediation report within ten business days following the conclusion of the mediation session. This mediation report shall not be admissible in any subsequent proceedings under section 4905.26 of the Revised Code.~~
- ~~(F) After a "request for mediation" has been filed pursuant to this rule, no complaint under section 4905.26 of the Revised Code, may be filed until the earlier of: ninety days after the filing of the "request for mediation" under this rule; or service of the mediation report as required by this rule.~~

~~(G) No provision of a written estimate, bill of lading or tariff shall be enforceable which requires any consumer to participate in any mediation, arbitration or other dispute resolution, except as provided by this rule.~~

**4901:2-19-14 Advertisements.**

- (A) Every carrier of household goods shall include in every advertisement the name or trade name, address, and telephone number of the motor carrier and the certificate number assigned to that motor 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, 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) No carrier of household goods, or any employee, agent or representative of that carrier, shall advertise or represent to the public that "all loads are insured" or make any similar statement.~~
- (D) 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 number of vehicle and PUCO certificate number in letters not less than two inches in height and three-eighths inch in width.
- (E) 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 (F) of rule 4901:2-19-02 of the Administrative Code.

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

- (A) Every common carrier of household goods 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 ~~sixty~~ 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 a consumer may file a claim with the carrier to less than sixty days or to present a claim in less time than specified in this rule.

**4901:2-19-16 Prohibitions.**

- ~~(A) No carrier engaged in the transportation of household goods in intrastate commerce in this state shall violate this chapter or fail to perform a duty imposed by this chapter.~~
- ~~(B) No carrier engaged in the transportation of household goods in intrastate commerce in this state shall include in its estimate, bill of lading or tariff any provision which is inconsistent with or conflicts with any rule in this chapter.~~
- ~~(CA) No carrier engaged in the transportation of household goods in intrastate commerce in this state 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.~~
- ~~(DB) No carrier engaged in the transportation of household goods in intrastate commerce in this state shall fail to cooperate in efforts by the commission staff to resolve disputes between such carrier and a consumer. Carriers shall establish customer complaint resolution procedures that comply with all of the following requirements:~~
- ~~(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 timeframe, 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.~~
- ~~(EC) No unreasonable discounts of any character whatsoever 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.~~

**4901:2-19-17 Adoption of the Consumer Protection Regulations Federal Motor Carrier Safety Administration of the 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. 375, unless specifically excluded or modified by a rule of this commission, that was effective on July 2, 2008. 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.**