

08-599-TR-ORD

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# The Public Utilities Commission of Ohio

Ted Strickland, Governor  
Alan R. Schriber, Chairman

*Monitoring marketplaces and enforcing rules to assure safe, adequate, and reliable utility services.*

Commissioners

Ronda Hartman Fergus  
Valerie A. Lemmie  
Paul A. Centolella  
Cheryl Roberto

January 8, 2009

To Whom It May Concern:

The attached document was approved by the Public Utilities Commission of Ohio at its meeting held on January 7, 2009. Unfortunately, the date stamp on the last page of the document that shows when it was entered into the Commission's Journal displayed the year 2008, instead of 2009. As Secretary to the Commission, I have corrected the date on the original document and initialed the correction.

A copy of the document with the 2008 date was mailed to you yesterday. Please discard that document. The attached document reflects the corrected date and should, to the extent necessary, be retained by you.

I apologize for any inconvenience this may have caused you. If you have any questions, please contact the Commission's Docketing Division at 614-466-4095.

Sincerely,

Renee J. Jenkins  
Secretary

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician SM Date Processed JAN 08 2009

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 NUNC PRO TUNC

The Commission finds:

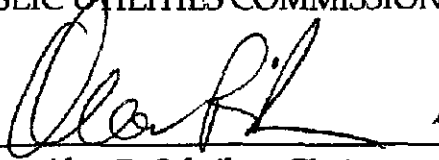
- (1) By finding and order of November 25, 2008, the Commission rescinded Rules 4901:2-19-01, 02, 03, 13, and 16, Ohio Administrative Code (O.A.C.); adopted new Rules 4901:2-19-01, 02, 03, 16, and 17, O.A.C.; and amended Rules 4901:2-19-04 through 11, O.A.C., and 4901:2-19-14 through 15, O.A.C.
- (2) No applications for rehearing were filed by any party.
- (3) Rule 4901:2-19-08(C), O.A.C., inadvertently was revised to state: "A carrier engaged may provide a nonbinding estimate of the approximate costs of transporting such goods." This rule should have stated: "A carrier may provide a nonbinding estimate of the approximate costs of transporting such goods." In addition, Rule 4901:2-19-14, O.A.C., was revised to state: "Every carrier of shall include in every advertisement the name or trade name, address, and telephone number of the carrier and the certificate number assigned to that motor carrier by the commission." This rule should have stated: "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." These rules should be corrected nunc pro tunc.

It is, therefore,

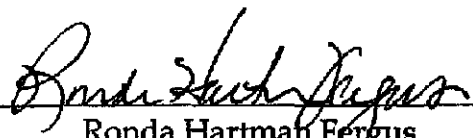
ORDERED, That the November 25, 2008, finding and order be modified as set forth above. It is, further,

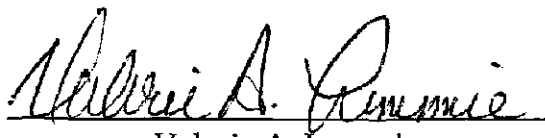
ORDERED, That copies of this entry nunc pro tunc be served upon all parties of record.


THE PUBLIC UTILITIES COMMISSION OF OHIO

  
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Alan R. Schriber, Chairman

  
\_\_\_\_\_  
Paul A. Centolella

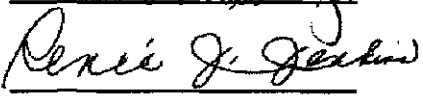
  
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Ronda Hartman Fergus

  
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Valerie A. Lemmie

  
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Cheryl L. Roberto

SEF:ct

Entered in the Journal

JAN 07 2008 *09 yalini*  
  
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Renee J. Jenkins  
Secretary

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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 4901:2~~ 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.

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- (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. 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.
- ~~(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~~ that 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~~. For nonbinding estimates only, the following statement must be indicated above the signature of

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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.~~
- ~~(H)(G) 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" in under this chapter on the form prescribed by order of the commission~~carrier's written estimate.~~
- ~~(H)(H) 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.~~

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~~(J)~~(I) 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)~~(J) 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)~~(K) 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.

(L) 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.

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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)~~(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 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 (F) of rule 4901:2-19-02 of the Administrative Code.