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February 10, 2016

Chairman Andre Porter
 Public Utilities Commission of Ohio
 180 East Broad St.
 Columbus, Ohio 43215
 Attn: Scott Farkas, Attorney Examiner

Chairman Porter,

On behalf of the Ohio Association of Movers (OAM) I would like to provide comments pertaining to Ohio Administrative Code (OAC) Chapter 4901:2-19, which regulates the transportation of household goods. The Ohio Association of Movers is an organization of state-regulated relocation professionals dedicated to maintaining the highest ethical standards and business practices throughout the State of Ohio. Transportation companies in Ohio are considered public utilities and therefor fall under the jurisdiction of the Public Utilities Commission of Ohio (PUCO). As a voice for many moving companies throughout Ohio, OAM has a close working relationship with the PUCO and provides suggestions when the Commission considers changes that will impact the industry. I hope the PUCO will take our comments into consideration as it reviews OAC Chapter 4901:2-19.

As we indicated in our comments submitted to the PUCO on November 17, 2015, all moving companies in Ohio are responsible for the value of the goods transported. As a result, companies must insure that customers are providing proper valuation of their household goods. For the most part customers don't move with on a regular basis and may have inexperienced expectations as to what the services involve. They should be provided clear guidance as to the level of valuation provided to protect their assets. The Federal rules with jurisdiction over interstate moves provide that in the estimate the household mover provides the consumer the cost of the full replacement value. If the consumer desires a reduced amount of coverage they have the opportunity to opt for a reduced valuation.

By adopting this procedure it will accomplish three things:

- 1) Brings Ohio Administrative Code in compliance with Federal law
- 2) Provides clarity in the code as to the procedure for identifying valuation for household moves
- 3) Insures that consumers are properly protected by retaining their ability to choose the level of valuation and properly protecting their assets when a decision is not attained.

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We have attached draft language that we believe will accomplish the necessary change.

Furthermore, OAM believes that the new language in OAC Chapter 4901:2-19-15 (D) could undermine language in section (C) of the same chapter. OAC Chapter 4901:2-19-15 (C) states that “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.” This sixty-day timeframe has been an industry standard for years and provides customers with adequate time to file a claim, while at the same time protects moving companies from having to address claims for a service that may have been provided years in the past. We ask that the new language in OAC Chapter 4901:2-19-15 (D) be removed in order to better protect the carrier and avoid confusion in the chapter. We believe that (C) can be rewritten in order to accomplish what the PUCO intended without the confusion:

(C) No carrier may include in any estimate, bill of lading, or tariff any provision which limits the ~~time a consumer may~~ consumer’s ability or right to file a claim with the carrier to less than sixty days or to present a claim in less time than specified in this rule.

I appreciate the opportunity to provide comments on this issue and urge the PUCO to take OAM’s suggestions into consideration as it reviews OAC Chapter 4901:2-19. I look forward to working with the Commission in the future and encourage anyone at the PUCO to contact me should they have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom No", with a long horizontal flourish extending to the right.

Thomas A. Balzer, CAE
Executive Director

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~~ full value protection of household goods in the event of loss of, or damage to, such goods during transportation.
- (B) All limitations on liability 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) Carriers must offer consumers full value protection and minimal value ~~a choice of at least one other valuation option~~, but may offer additional options. ~~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 reimbursement of sixty cents per pound without providing the option for the full declared value reimbursement.~~

(~~4~~) ~~Minimal Value liability with option for full declared value for lost or damaged goods:~~

~~Consumer must personally initial choice~~

~~" I opt out of full value protection and 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 replacement cost of lost or damaged goods. I declare a total replacement value of \$___. 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."~~~~

~~(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) Full Value Protection Replacement value for

lost or damaged goods "Consumer must personally initial

() By not opting for another valuation 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."

~~(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 accept full value protection be reimbursed for the replacement value of any lost or damaged goods, with no limitation as to the total declared value of the shipment. The consumer will be financially responsible for additional charges related to the increase valuation.

(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.

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.
 - (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 valuation option(s) for the consumer as required in rule 49012-19-06 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 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 1800 686 1570 (toll free) from eight a.m. to five p.m. weekdays, or at www.puco.ohio.gov 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:
 - (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 (0)(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.
- (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:
 - (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.

- (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.