

Metropolitan Area Transportation Commission.

(d) A private or public recipient of governmental assistance (within the meaning of 49 U.S.C. 13902(b)(8)) may provide service under incidental charter rights only for special or chartered parties originating in the area in which the private or public recipient provides regularly scheduled mass transportation services under the specific qualifying certificate that confers its incidental charter rights.

[54 FR 46619, Nov. 6, 1989. Redesignated at 61 FR 54709, Oct. 21, 1996, as amended at 62 FR 15423, Apr. 1, 1997]

## **PART 375—TRANSPORTATION OF HOUSEHOLD GOODS IN INTER-STATE COMMERCE; CONSUMER PROTECTION REGULATIONS**

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AUTHORITY: 49 U.S.C. 13102, 13301, 13501, 13704, 13707, 13902, 14104, 14706, 14708; subtitle B, title IV of Pub. L. 109-59; and 49 CFR 1.87.

SOURCE: 68 FR 35091, June 11, 2003, unless otherwise noted.

## Subpart A—General Requirements

### § 375.101 Who must follow the regulations in this part?

You, a household goods motor carrier engaged in the interstate transportation of household goods, must follow the regulations in this part when offering your services to individual shippers. You are subject to this part only when you transport household goods for individual shippers by motor vehicle in interstate commerce. Interstate commerce is defined in § 390.5 of this subchapter.

[72 FR 36771, July 5, 2007]

### § 375.103 What are the definitions of terms used in this part?

Terms used in this part are defined as follows. You may find other terms used in these regulations defined in 49 U.S.C. 13102. The definitions contained in this statute control. If terms are used in this part and the terms are neither defined here nor in 49 U.S.C. 13102, the terms will have the ordinary practical meaning of such terms.

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*Advertisement* means any communication to the public in connection with an offer or sale of any interstate household goods transportation service. This includes written or electronic database listings of your name, address, and telephone number in an on-line database or displayed on an Internet website. This excludes listings of your name, address, and telephone number in a telephone directory or similar publication. However, Yellow Pages advertising is included in the definition.

*Bill of lading* means both the receipt and the contract for the transportation of the individual shipper's household goods.

*Cashier's check* means a check that has all four of the following characteristics:

(1) Drawn on a bank as defined in 12 CFR 229.2.

(2) Signed by an officer or employee of the bank on behalf of the bank as drawer.

(3) A direct obligation of the bank.

(4) Provided to a customer of the bank or acquired from the bank for remittance purposes.

*Certified scale* means any scale inspected and certified by an authorized scale inspection and licensing authority, and designed for weighing motor vehicles, including trailers or semi-trailers not attached to a tractor, or designed as a platform or warehouse type scale.

*Commercial shipper* means any person who is named as the consignor or consignee in a bill of lading contract who is not the owner of the goods being transported but who assumes the responsibility for payment of the transportation and other tariff charges for the account of the beneficial owner of the goods. The beneficial owner of the goods is normally an employee of the consignor and/or consignee. A freight forwarder tendering a shipment to a carrier in furtherance of freight forwarder operations is also a commercial shipper. The Federal government is a government bill of lading shipper, not a commercial shipper.

*Force majeure* means a defense protecting the parties in the event that a part of the contract cannot be performed due to causes which are outside

the control of the parties and could not be avoided by exercise of due care.

*Government bill of lading shipper* means any person whose property is transported under the terms and conditions of a government bill of lading issued by any department or agency of the Federal government to the carrier responsible for the transportation of the shipment.

*Household goods*, as used in connection with transportation, means the personal effects or property used, or to be used, in a dwelling, when part of the equipment or supplies of the dwelling. Transportation of the household goods must be arranged and paid for by the individual shipper or by another individual on behalf of the shipper. Household goods includes property moving from a factory or store if purchased with the intent to use in a dwelling and transported at the request of the householder, who also pays the transportation charges.

*Household goods motor carrier* means—

(1) In general, a motor carrier that, in the ordinary course of its business of providing transportation of household goods, offers some or all of the following additional services:

- (i) Binding and nonbinding estimates;
- (ii) Inventorying;
- (iii) Protective packing and unpacking of individual items at personal residences;
- (iv) Loading and unloading at personal residences.

(2) The term includes any person considered to be a household goods motor carrier under regulations, determinations, and decisions of the Federal Motor Carrier Safety Administration in effect on the date of enactment of the Household Goods Mover Oversight Enforcement and Reform Act of 2005 (August 10, 2005).

(3) The term does not include any motor carrier providing transportation of household goods in containers or trailers that are entirely loaded and unloaded by an individual other than an employee or agent of the motor carrier.

(4) The term does not include any motor carrier that acts as a service for the delivery of furniture, appliances, or other furnishings between a factory or a store and an individual's household.

*Individual shipper* means any person who—

(1) Is the shipper, consignor, or consignee of a household goods shipment;

(2) Is identified as the shipper, consignor, or consignee on the face of the bill of lading;

(3) Owns the goods being transported; and

(4) Pays his or her own tariff transportation charges

*May* means an option. You may do something, but it is not a requirement.

*Must* means a legal obligation. You must do something.

*Physical survey* means a survey which is conducted on-site or virtually. If the survey is performed virtually, the household goods motor carrier must be able to view the household goods through live or pre-recorded video that allows it to clearly identify the household goods to be transported.

*Reasonable dispatch* means the performance of transportation on the dates, or during the period, agreed upon by you and the individual shipper and shown on the bill of lading. For example, if you deliberately withhold any shipment from delivery after an individual shipper offers to pay the binding estimate or 110 percent of a non-binding estimate, you have not transported the goods with reasonable dispatch. The term *reasonable dispatch* excludes transportation provided under your tariff provisions requiring guaranteed service dates. You will have the defenses of force majeure, *i.e.*, superior or irresistible force, as construed by the courts.

*Should* means a recommendation. We recommend you do something, but it is not a requirement.

*Surface Transportation Board* means an independent agency of the United States that regulates household goods carrier tariffs, among other economic regulatory responsibilities.

*Tariff* means an issuance (in whole or in part) containing rates, rules, regulations, classifications or other provisions related to a motor carrier's transportation services. The Surface Transportation Board requires a tariff contain specific items under § 1310.3(a) of this title. These specific items include an accurate description of the services offered to the public and the

specific applicable rates (or the basis for calculating the specific applicable rates) and service terms. A tariff must be arranged in a way that allows for the determination of the exact rate(s) and service terms applicable to any given shipment.

*We, us, and our* means the Federal Motor Carrier Safety Administration (FMCSA).

*You and your* means a household goods motor carrier engaged in the interstate transportation of household goods and its household goods agents.

[68 FR 35091, June 11, 2003, as amended at 72 FR 36771, July 5, 2007; 77 FR 36934, June 20, 2012; 77 FR 59823, Oct. 1, 2012; 87 FR 24446, Apr. 26, 2022; 88 FR 80179, Nov. 17, 2023]

**§ 375.105 What are the information collection requirements of this part?**

(a) The information collection requirements of this part have been reviewed by the Office of Management and Budget pursuant to the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*) and have been assigned OMB control number 2126–0025.

(b) The information collection requirements are found in the following sections: §§ 375.205, 375.207, 375.209, 375.211, 375.213, 375.215, 375.217, 375.303, 375.401, 375.403, 375.405, 375.409, 375.501, 375.503, 375.505, 375.507, 375.515, 375.519, 375.521, 375.605, 375.607, 375.609, 375.803, 375.805, and 375.807.

[69 FR 10575, Mar. 5, 2004, as amended at 78 FR 58479, Sept. 24, 2013]

**Subpart B—Before Offering Services to My Customers**

LIABILITY CONSIDERATIONS

**§ 375.201 What is my normal liability for loss and damage when I accept goods from an individual shipper?**

(a) In general, you are legally liable for loss or damage if it happens during performance of any transportation of household goods and all related services identified on your lawful bill of lading.

(b) Full Value Protection Obligation—In general, your liability is for the household goods that are lost, damaged, destroyed, or otherwise not delivered to the final destination in an amount equal to the replacement value

of the household goods. The maximum amount is the declared value of the shipment. The declared value is subject to rules issued by the Surface Transportation Board (STB) and applicable tariffs.

(c) If the shipper waives, in writing, your liability for the full value of the household goods, then you are liable for loss of, or damage to, any household goods to the extent provided in the STB released rates order. Contact the STB for a current copy of the Released Rates of Motor Carrier Shipments of Household Goods. The rate may be increased annually by the motor carrier based on the U.S. Department of Commerce’s Cost of Living Adjustment.

(d) As required by § 375.303(c)(5), you may have additional liability if you sell liability insurance and fail to issue a copy of the insurance policy or other appropriate evidence of insurance.

(e) You must, in a clear and concise manner, disclose to the individual shipper the limits of your liability.

[68 FR 35091, June 11, 2003, as amended at 72 FR 36771, July 5, 2007; 80 FR 59071, Oct. 1, 2015]

**§ 375.203 What actions of an individual shipper may limit or reduce my normal liability?**

(a) If an individual shipper includes perishable, dangerous, or hazardous articles in the shipment without your knowledge, you need not assume liability for those articles or for the loss or damage caused by their inclusion in the shipment. If the shipper requests that you accept such articles for transportation, you may elect to limit your liability for any loss or damage by appropriately published tariff provisions.

(b) If an individual shipper agrees to ship household goods released at a value greater than 60 cents per pound (\$1.32 per kilogram) per article, your liability for loss and damage may be limited to \$100 per pound (\$220 per kilogram) per article if the individual shipper fails to notify you in writing of articles valued at more than \$100 per pound (\$220 per kilogram).

(c) If an individual shipper notifies you in writing that an article valued at greater than \$100 per pound (\$220 per

kilogram) will be included in the shipment, the shipper will be entitled to full recovery up to the declared value of the article or articles, not to exceed the declared value of the entire shipment.

#### GENERAL RESPONSIBILITIES

##### § 375.205 May I have agents?

(a) You may have agents provided you comply with paragraphs (b) and (c) of this section. A household goods agent is defined as either one of the following two types of agents:

(1) A *prime agent* provides a transportation service for you or on your behalf, including the selling of, or arranging for, a transportation service. You permit or require the agent to provide services under the terms of an agreement or arrangement with you. A prime agent does not provide services on an emergency or temporary basis. A prime agent does not include a household goods broker or freight forwarder.

(2) An *emergency or temporary agent* provides origin or destination services on your behalf, excluding the selling of, or arranging for, a transportation service. You permit or require the agent to provide such services under the terms of an agreement or arrangement with you. The agent performs such services only on an emergency or temporary basis.

(b) If you have agents, you must have written agreements between you and your prime agents. You and your retained prime agent must sign the agreements.

(c) Copies of all your prime agent agreements must be in your files for a period of at least 24 months following the date of termination of each agreement.

##### § 375.207 What items must be in my advertisements?

(a) You and your agents must publish and use only truthful, straightforward, and honest advertisements.

(b) You must include, and you must require each of your agents to include, in all advertisements for all services (including any accessorial services incidental to or part of interstate household goods transportation), the following two elements:

(1) Your name or trade name, as it appears on our document assigning you a U.S. DOT number, or the name or trade name of the motor carrier under whose operating authority the advertised service will originate.

(2) Your U.S. DOT number, assigned by us authorizing you to operate as a for-hire motor carrier transporting household goods.

(c) Your FMCSA-assigned U.S. DOT number must be displayed only in the following form in every advertisement: U.S. DOT No. (*assigned number*).

##### § 375.209 How must I handle complaints and inquiries?

(a) You must establish and maintain a procedure for responding to complaints and inquiries from your individual shippers.

(b) Your procedure must include all three of the following items:

(1) A communications system allowing individual shippers to communicate with your principal place of business by telephone.

(2) A telephone number.

(3) A system for recording in writing all inquiries and complaints received from an individual shipper by any means of communication.

(c) You must produce a clear and concise written description of your procedure for distribution to individual shippers.

[68 FR 35091, June 11, 2003, as amended at 77 FR 36934, June 20, 2012; 77 FR 59824, Oct. 1, 2012; 83 FR 16224, Apr. 16, 2018]

##### § 375.211 Must I have an arbitration program?

(a) You must have an arbitration program for individual shippers to resolve disputes about property loss and damage and disputes about whether carrier charges in addition to those collected at delivery must be paid. You must establish and maintain an arbitration program with the following 11 minimum elements:

(1) You must design your arbitration program to prevent you from having any special advantage in any case where the claimant resides or does business at a place distant from your principal or other place of business.

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(2) Before execution of the bill of lading, you must provide notice to the individual shipper of the availability of neutral arbitration, including all three of the following items:

(i) A summary of the arbitration procedure.

(ii) Any applicable costs.

(iii) A disclosure of the legal effects of election to use arbitration.

(3) Upon the individual shipper's request, you must provide information and forms you consider necessary for initiating an action to resolve a dispute under arbitration.

(4) You must require each person you authorize to arbitrate to be independent of the parties to the dispute and capable of resolving such disputes, and you must ensure the arbitrator is authorized and able to obtain from you or the individual shipper any material or relevant information to carry out a fair and expeditious decisionmaking process.

(5) You must not charge the individual shipper more than one-half of the total cost for instituting the arbitration proceeding against you. In the arbitrator's decision, the arbitrator may determine which party must pay the cost or a portion of the cost of the arbitration proceeding, including the cost of instituting the proceeding.

(6) You must refrain from requiring the individual shipper to agree to use arbitration before a dispute arises.

(7) Arbitration must be binding for claims of \$10,000 or less, if the individual shipper requests arbitration.

(8) Arbitration must be binding for claims of more than \$10,000, if the individual shipper requests arbitration and the carrier agrees to it.

(9) If all parties agree, the arbitrator may provide for an oral presentation of a dispute by a party or representative of a party.

(10) The arbitrator must render a decision within 60 days of receipt of written notification of the dispute, and a decision by an arbitrator may include any remedies appropriate under the circumstances.

(11) The arbitrator may extend the 60-day period for a reasonable period if you or the individual shipper fail to provide, in a timely manner, any infor-

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mation the arbitrator reasonably requires to resolve the dispute.

(b) You must produce and distribute a concise, easy-to-read, accurate summary of your arbitration program, including the items in this section.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10575, Mar. 5, 2004; 72 FR 36772, July 5, 2007; 87 FR 24446, Apr. 26, 2022]

### § 375.213 What information must I provide to a prospective individual shipper?

(a) When you provide the written estimate to a prospective individual shipper, you must also provide the individual shipper with the following documents:

(1) The Department of Transportation (DOT) publication titled "Ready to Move?—Tips for a Successful Interstate Move" (DOT publication FMCSA-ESA-03-005, or its successor publication). You must provide the individual shipper with either a copy or provide a hyperlink on your internet website to the web page on the FMCSA website containing that publication.

(2) The contents of appendix A of this part, titled "Your Rights and Responsibilities When You Move" (DOT publication FMCSA-ESA-03-006, or its successor publication). You must provide the individual shipper with either a copy or provide a hyperlink on your internet website to the web page on the FMCSA website with the publication "Your Rights and Responsibilities When You Move."

(b) Before you execute a bill of lading for a shipment of household goods, you must furnish to your prospective individual shipper all four of the following documents:

(1) A concise, easy-to-read, accurate estimate of your charges.

(2) A notice of the availability of the applicable sections of your tariff for the estimate of charges, including an explanation that individual shippers may examine these tariff sections or have copies sent to them upon request.

(3) A concise, easy-to-read, accurate summary of your arbitration program.

(4) A concise, easy-to-read, accurate summary of your customer complaint and inquiry handling procedures. Included in this description must be both of the following two items:

(i) The main telephone number the individual shipper may use to communicate with you.

(ii) A clear and concise statement concerning who must pay for telephone calls.

(c) To comply with paragraph (b)(1) of this section, you must ensure that the text and general order of the document you produce and distribute to prospective individual shippers are consistent with the text and general order of appendix A to this part. The following three items also apply:

(1) If we, the Federal Motor Carrier Safety Administration, choose to modify the text or general order of appendix A, we will provide the public appropriate notice in the FEDERAL REGISTER and an opportunity for comment as required by part 389 of this chapter before making you change anything.

(2) If you publish the document, you may choose the dimensions of the publication as long as the type font size is 10 points or larger and the size of the booklet is at least as large as 36 square inches (232 square centimeters).

(3) If you publish the document, you may choose the color and design of the front and back covers of the publication. The following words must appear prominently on the front cover in 12-point or larger bold or full-faced type: “Your Rights and Responsibilities When You Move. Furnished by Your Mover, as Required by Federal Law.” You may substitute your name or trade name in place of “Your Mover” if you wish (for example, *Furnished by XYZ Van Lines, as Required by Federal Law*).

(d) Paragraphs (c)(2) and (c)(3) of this section do not apply to exact copies of appendix A published in the FEDERAL REGISTER, the Code of Federal Regulations, or on FMCSA’s website.

(e) If you have a website, you are required to display prominently either a link to the DOT publication titled “Ready to Move?—Tips for a Successful Interstate Move” (DOT publication FMCSA–ESA–03–005, or its successor publication) on the FMCSA website or a true and accurate copy of that document on your website.

(f) If an individual shipper elects to access the Federal consumer protection information via the hyperlink on

the internet as provided in paragraphs (a)(1) and (2) of this section:

(1) You must obtain a signed, dated receipt showing the individual shipper has received either or both of the publications that includes verification of the shipper’s agreement to access the Federal consumer protection information on the internet.

(2) You must maintain the signed receipt required by paragraph (f)(1) of this section for one year from the date the individual shipper signs the receipt. You are not required to maintain the signed receipt when you do not actually transport household goods or perform related services for the individual shipper who signed the receipt.

[72 FR 36772, July 5, 2007, as amended at 75 FR 72998, Nov. 29, 2010; 77 FR 41704, Nov. 13, 2012; 83 FR 16224, Apr. 16, 2018; 87 FR 24446, Apr. 26, 2022; 88 FR 80180, Nov. 17, 2023]

#### COLLECTING TRANSPORTATION CHARGES

##### § 375.215 How must I collect charges?

You must issue an honest, truthful invoice that includes all the information required by subpart A of part 373 of this chapter. All rates and charges for the transportation and related services must be in accordance with your appropriately published tariff provisions in effect, including the method of payment.

[87 FR 24447, Apr. 26, 2022]

##### § 375.217 How must I collect charges upon delivery?

(a) You must specify the form of payment when you prepare the estimate. You and your agents must honor the form of payment at delivery, except when a shipper agrees to a change in writing.

(b) You must specify the same form of payment provided in paragraph (a) of this section when you prepare the bill of lading.

(c) Charge or credit card payments:

(1) If you agree to accept payment by charge or credit card, you must arrange with the individual shipper for the delivery only at a time when you can obtain authorization for the shipper’s credit card transaction.

(2) Paragraph (c)(1) of this section does not apply to you when you have

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equipped your motor vehicle(s) to process card transactions.

(d) You may maintain a tariff setting forth nondiscriminatory rules governing collect-on-delivery service and the collection of collect-on-delivery funds.

(e) If an individual shipper pays you at least 110 percent of the approximate costs of a non-binding estimate on a collect-on-delivery shipment, you must relinquish possession of the shipment at the time of delivery.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10575, Mar. 5, 2004; 87 FR 24447, Apr. 26, 2022]

### § 375.219 May I extend credit to shippers?

You may extend credit to shippers, but, if you do, it must be in accordance with § 375.807.

### § 375.221 May I use a charge or credit card plan for payments?

(a) You may provide in your tariff for the acceptance of charge or credit cards for the payment of freight charges. Accepting charge or credit card payments is different than extending credit to shippers in §§ 375.219 and 375.807. Once you provide an estimate you are bound by the provisions in your tariff regarding payment as of the estimate date, until completion of any transaction that results from that estimate, unless otherwise agreed with a shipper under § 375.217(a).

(b) You may accept charge or credit cards whenever shipments are transported under agreements and tariffs requiring payment by cash, certified check, money order, or a cashier's check.

(c) If you allow an individual shipper to pay an invoice by charge or credit card, you are deeming such payment to be the same as payment by cash, certified check, money order, or a cashier's check.

(d) The charge or credit card plans you participate in must be identified in your tariff rules as items permitting the acceptance of the charge or credit cards.

(e) If an individual shipper causes a charge or credit card issuer to reverse a charge transaction, you may consider the individual shipper's action tantamount to forcing you to provide an involuntary extension of your credit. In such instances, the rules in § 375.807 apply.

[68 FR 35091, June 11, 2003, as amended at 87 FR 24447, Apr. 26, 2022]

## Subpart C—Service Options Provided

### § 375.301 What service options may I provide?

(a) You may design your household goods service to provide individual shippers with a wide range of specialized service and pricing features. Many carriers provide at least the following five service options:

- (1) Space reservation.
- (2) Expedited service.
- (3) Exclusive use of a vehicle.
- (4) Guaranteed service on or between agreed dates.
- (5) Liability insurance.

(b) If you sell liability insurance, you must follow the requirements in § 375.303.

### § 375.303 If I sell liability insurance coverage, what must I do?

(a) You, your employee, or an agent may sell, offer to sell, or procure liability insurance coverage for loss or damage to shipments of any individual shipper only when the individual shipper releases the shipment for transportation at a value not exceeding 60 cents per pound (\$1.32 per kilogram) per article.

(b) You may offer, sell, or procure any type of insurance policy on behalf of the individual shipper covering loss or damage in excess of the specified carrier liability.

(c) If you sell, offer to sell, or procure liability insurance coverage for loss or damage to shipments:

- (1) You must issue to the individual shipper a policy or other appropriate evidence of the insurance that the individual shipper purchased.
- (2) You must provide a copy of the policy or other appropriate evidence to the individual shipper at the time you sell or procure the insurance.
- (3) You must issue policies written in plain English.

(4) You must clearly specify the nature and extent of coverage under the policy.

(5) Your failure to issue a policy, or other appropriate evidence of insurance purchased, to an individual shipper will subject you to full liability for any claims to recover loss or damage attributed to you.

(6) You must provide in your tariff for the provision of selling, offering to sell, or procuring liability insurance coverage. The tariff must also provide for the base transportation charge, including your assumption of full liability for the value of the shipment. This would be in the event you fail to issue a policy or other appropriate evidence of insurance to the individual shipper at the time of purchase.

[69 FR 10575, Mar. 5, 2004]

### Subpart D—Estimating Charges

#### § 375.401 Must I estimate charges?

(a) You must conduct a physical survey of the household goods to be transported and provide the prospective individual shipper with a written estimate, based on the physical survey, of the charges for the transportation and all related services. An individual shipper may elect to waive a physical survey. The waiver agreement is subject to the following requirements:

(1) It must be in writing;

(2) It must be signed by the shipper before the shipment is loaded; and

(3) You must retain a copy of the waiver agreement as an addendum to the bill of lading with the understanding that the waiver agreement will be subject to the same record retention requirements that apply to bills of lading, as provided in § 375.505(d).

(b) Before you execute a bill of lading for a shipment of household goods for an individual shipper, you must provide a written estimate of the total charges and indicate whether it is a binding or a non-binding estimate, as follows:

(1) A *binding estimate* is an agreement made in advance with your individual shipper. It guarantees the total cost of the move based upon the quantities and services shown on your estimate,

which shall be based on the physical survey of the household goods, if required. You may impose a charge for providing a written binding estimate. The binding estimate must indicate that you and the shipper are bound by the charges.

(2) A *non-binding estimate* is what you believe the total cost will be for the move, based upon both the estimated weight or volume of the shipment and the accessorial services requested and the physical survey of the household goods, if required. A non-binding estimate is not binding on you. You will base the final charges upon the actual weight of the individual shipper's shipment and the tariff provisions in effect. You may not impose a charge for providing a non-binding estimate.

(c) You must specify the form of payment you and your agent will honor at delivery. Payment forms may include, but are not limited to, cash, a certified check, a money order, a cashier's check, a specific charge card such as American Express™, a specific credit card such as Visa™, or your credit as allowed by § 375.807.

(d) For non-binding estimates, you must provide your reasonably accurate estimate of the approximate costs the individual shipper should expect to pay for the transportation and services of such shipments. If you provide an inaccurately low estimate, you may be limiting the amount you will collect at the time of delivery as provided in § 375.407.

(e) If you provide a shipper with an estimate based on volume that will later be converted to a weight-based rate, you must provide the shipper an explanation in writing of the formula used to calculate the conversion to weight. You must specify the final charges will be based on actual weight and services subject to the 110 percent rule at delivery.

(f) You must determine charges for any accessorial services such as elevators, long carries, etc., before preparing the bill of lading for binding or non-binding estimates. If you fail to ask the shipper about such charges and fail to determine such charges before preparing the bill of lading, you must deliver the goods and bill the shipper after 30 days for the additional charges.

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(g) You must include as a part of your estimate the liability election notice provided in the Surface Transportation Board's released rates order. Contact the STB for a copy of the Released Rates of Motor Carrier Shipments of Household Goods.

(h) You and the individual shipper must sign the estimate of charges. You must provide a dated copy of the estimate of charges to the individual shipper at the time you sign the estimate.

(i) Before loading a household goods shipment, and upon mutual agreement of both you and the individual shipper, you may amend an estimate of charges. You may not amend the estimate after loading the shipment.

[68 FR 35091, June 11, 2003, as amended at 72 FR 36772, July 5, 2007; 77 FR 25373, Apr. 30, 2012; 87 FR 24447, Apr. 26, 2022]

#### **§ 375.403 How must I provide a binding estimate?**

(a) You may provide a guaranteed binding estimate of the total shipment charges to the individual shipper, so long as it is provided for in your tariff. The individual shipper must pay the amount for the services included in your estimate. You must comply with the following 11 requirements:

(1) You must base the binding estimate on the physical survey unless waived as provided in § 375.401(a).

(2) You must provide the binding estimate in writing to the individual shipper or other person responsible for payment of the freight charges.

(3) You must retain a copy of each binding estimate as an attachment to be made an integral part of the bill of lading contract.

(4) You must clearly indicate upon each binding estimate's face that the estimate is binding upon you and the individual shipper. Each binding estimate must also clearly indicate on its face that the charges shown apply only to those services specifically identified in the estimate.

(5) You must clearly describe binding-estimate shipments and all services you are providing.

(6) If it appears an individual shipper has tendered additional household goods or requires additional services not identified in the binding estimate, you are not required to honor the esti-

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mate. If an agreement cannot be reached as to the price or service requirements for the additional goods or services, you are not required to service the shipment. However, if you do service the shipment, before loading the shipment you must do one of the following three things:

(i) Reaffirm your binding estimate.

(ii) Prepare a new binding estimate prior to loading. The new estimate must accurately list, in detail, the additional household goods or services included in the shipment. The new estimate must be signed by the individual shipper. You should maintain a record of the date, time, and manner that the new estimate was prepared.

(iii) Agree with the individual shipper, in writing, that both of you will consider the original binding estimate as a non-binding estimate subject to § 375.405.

(7) Once you load a shipment, failure to execute a new binding estimate or a non-binding estimate signifies you have reaffirmed the original binding estimate. You may not collect more than the amount of the original binding estimate, except as provided in paragraphs (a)(8) and (9) of this section.

(8) If you believe additional services are necessary to properly service a shipment after the bill of lading has been issued, you must inform the individual shipper what the additional services are before performing those services. You must allow the shipper at least one hour to determine whether he or she wants the additional services performed. If the individual shipper agrees to pay for the additional services, you must execute a written attachment to be made an integral part of the bill of lading contract and have the individual shipper sign the written attachment. This may be done through fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested. You must bill the individual shipper for the additional services after 30 days from delivery. If the individual shipper does not agree to pay the additional services, the carrier should perform only those additional services as are required to complete the delivery, and bill the individual shipper for the additional services after 30 days from delivery, except that you

may collect at delivery charges for impracticable operations that do not exceed 15 percent of all other charges due at delivery.

(9) If the individual shipper requests additional services after the bill of lading has been issued, you must inform the individual shipper of the additional charges involved. The individual shipper must agree to the new charges. You must prepare a new binding estimate and have the new binding estimate signed by the individual shipper. You may require full payment at destination for these additional services and for 100 percent of the original binding estimate. If applicable, you also may require payment at delivery of charges for impracticable operations (as defined in your carrier tariff) not to exceed 15 percent of all other charges due at delivery. You must bill and collect from the individual shipper any applicable charges not collected at delivery in accordance with subpart H of this part.

(10) Failure to relinquish possession of a shipment upon the individual shipper's offer to pay the binding estimate amount (or, in the case of a partial delivery, a prorated percentage of the binding estimate as set forth in paragraph (a)(11) of this section) plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for impracticable operations (subject to a maximum amount as set forth in paragraph 9 of this section), constitutes a failure to transport a shipment with "reasonable dispatch" and subjects you to cargo delay claims pursuant to part 370 of this chapter.

(11) If you make only a partial delivery of the shipment, you may not demand upon delivery full payment of the binding estimate. You may demand only a prorated percentage of the binding estimate. The prorated percentage must be the percentage of the weight of that portion of the shipment delivered relative to the total weight of the shipment. For example, if you deliver only 2,500 pounds of a shipment weighing 5,000 pounds, you may demand payment at destination for only 50 percent of the binding estimate.

(b) In accordance with § 375.401(b)(1), you may impose a charge for providing

a written binding estimate. If you do not provide a binding estimate to an individual shipper, you must provide a non-binding estimate in accordance with § 375.405.

(c) You must retain a copy of the binding estimate for each move you perform for at least one year from the date you made the estimate and keep it as an attachment to be made an integral part of the bill of lading contract.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10575, Mar. 5, 2004; 69 FR 17317, May 5, 2004; 72 FR 36773, July 5, 2007; 77 FR 36934, June 20, 2012; 87 FR 24447, Apr. 26, 2022; 88 FR 80180, Nov. 17, 2023]

#### **§ 375.405 How must I provide a non-binding estimate?**

(a) If you do not provide a binding estimate to an individual shipper in accordance with § 375.403, you must provide a non-binding written estimate to the individual shipper.

(b) If you provide a non-binding estimate to an individual shipper, you must provide your reasonably accurate estimate of the approximate costs the individual shipper should expect to pay for the transportation and services of the shipment. You must comply with the following ten requirements:

(1) You must provide reasonably accurate non-binding estimates based upon both the estimated weight or volume of the shipment and services required and the physical survey of the household goods, if required. If you provide a shipper with an estimate based on volume that will later be converted to a weight-based rate, you must provide the shipper an explanation in writing of the formula used to calculate the conversion to weight.

(2) You must explain to the individual shipper that final charges calculated for shipments moved on non-binding estimates will be those appearing in your tariffs applicable to the transportation. You must explain that these final charges may exceed the approximate costs appearing in your estimate.

(3) You must furnish non-binding estimates without charge and in writing to the individual shipper or other person responsible for payment of the freight charges.

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(4) You must retain a copy of each non-binding estimate as an attachment to be made an integral part of the bill of lading contract.

(5) You must clearly indicate on the face of a non-binding estimate that the estimate is not binding upon you and the charges shown are the approximate charges to be assessed for the service identified in the estimate. The estimate must clearly state that the shipper will not be required to pay more than 110 percent of the non-binding estimate at the time of delivery.

(6) You must clearly describe on the face of a non-binding estimate the entire shipment and all services you are providing.

(7) If it appears an individual shipper has tendered additional household goods or requires additional services not identified in the non-binding estimate, you are not required to honor the estimate. If an agreement cannot be reached as to the price or service requirements for the additional goods or services, you are not required to service the shipment. However, if you do service the shipment, before loading the shipment, you must do one of the following two things:

(i) Reaffirm your non-binding estimate.

(ii) Prepare a new non-binding estimate which must be signed by the individual shipper. The new estimate must accurately list, in detail, the additional household goods or services included in the shipment. You should maintain a record of the date, time, and manner that the new estimate was prepared.

(8) Once you load a shipment, failure to execute a new non-binding estimate signifies you have reaffirmed the original non-binding estimate. You may not collect more than 110 percent of the amount of the original non-binding estimate at destination, except as provided in paragraphs (b)(9) and (10) of this section.

(9) If you believe additional services are necessary to properly service a shipment after the bill of lading has been issued, you must inform the individual shipper what the additional services are before performing those services. You must allow the shipper at least one hour to determine whether he

or she wants the additional services performed. If the individual shipper agrees to pay for the additional services, you must execute a written attachment to be made an integral part of the bill of lading contract and have the individual shipper sign the written attachment. This may be done through fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested. You must bill the individual shipper for the additional services after 30 days from delivery. If the individual shipper does not agree to pay the additional services, the carrier should perform only those additional services as are required to complete the delivery, and bill the individual shipper for the additional services after 30 days from delivery, except that you may collect at delivery charges for impracticable operations that do not exceed 15 percent of all other charges due at delivery.

(10) If the individual shipper requests additional services after the bill of lading has been issued, you must inform the individual shipper of the additional charges involved. You may require full payment at destination for these additional services and (unless you make only a partial delivery, in which case you must collect a prorated percentage of the original non-binding estimate as set forth in §375.407(c) of this part) for up to 110 percent of the original non-binding estimate. If applicable, you also may require payment at delivery of charges for impracticable operations (as defined in your carrier tariff) not to exceed 15 percent of all other charges due at delivery. You must bill and collect from the individual shipper any applicable charges not collected at delivery in accordance with subpart H of this part.

(c) If you furnish a non-binding estimate, you must enter the estimated charges upon the bill of lading.

(d) You must retain a copy of the non-binding estimate for each move you perform for at least one year from the date you made the estimate and keep it as an attachment to be made an

integral part of the bill of lading contract.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10576, Mar. 5, 2004; 72 FR 36773, July 5, 2007; 77 FR 36935, June 20, 2012; 87 FR 24447, Apr. 26, 2022; 88 FR 80180, Nov. 17, 2023]

**§ 375.407 Under what circumstances must I relinquish possession of a collect-on-delivery shipment transported under a non-binding estimate?**

(a) If an individual shipper pays you up to 110 percent of the non-binding estimate on a collect-on-delivery shipment (or, in the case of a partial delivery, a prorated percentage of the non-binding estimate as set forth in paragraph (c) of this section), you must relinquish possession of the shipment at the time of delivery. If there are either charges for any additional services requested by the shipper after the bill of lading has been issued and/or charges, if applicable, for impracticable operations (subject to a maximum amount as set forth in paragraph (d) of this section), and the shipper also pays you for such charges, you must relinquish possession of the shipment at the time of delivery. You must accept the form of payment agreed to at the time of estimate, unless the shipper agrees in writing to a change in the form of payment.

(b) Failure to relinquish possession of a shipment after the individual shipper offers to pay you up to 110 percent of the approximate costs of a non-binding estimate plus any additional charges described in paragraph (a) of this section constitutes a failure to transport a shipment with “reasonable dispatch” and subjects you to cargo delay claims pursuant to part 370 of this chapter.

(c) If you make only a partial delivery of the shipment, you may not demand full payment of the non-binding estimate. You may demand at delivery only a prorated percentage of the non-binding estimate (or a prorated percentage of an amount up to 110 percent of the non-binding estimate). The prorated percentage must be the percentage of the weight of that portion of the shipment delivered relative to the total weight of the shipment. For example, if you deliver only 2,500 pounds of a shipment weighing 5,000 pounds,

you may demand payment of 50 percent of not more than 110 percent of the non-binding estimate.

(d) You may not demand payment of charges for impracticable operations, as defined in your tariff, of more than 15 percent of all other charges due at delivery. You must bill and collect from the individual shipper charges for impracticable operations not collected at delivery in accordance with subpart H of this part.

[72 FR 36774, July 5, 2007]

**§ 375.409 May household goods brokers provide estimates?**

(a) Subject to the limitations in § 371.113(a) of this subchapter, household goods brokers may provide estimates to individual shippers provided there is a written agreement between the broker and you, the motor carrier, adopting the broker’s estimate as your own estimate. If you, the motor carrier, make such an agreement with a household goods broker, you must ensure compliance with all requirements of this part pertaining to estimates, including the requirement that you must relinquish possession of the shipment if the shipper pays you no more than 110 percent of a non-binding estimate at the time of delivery.

(b) Your written agreement with the household goods broker(s) must include the items required in § 371.115(a) of this subchapter.

[75 FR 72998, Nov. 29, 2010]

**Subpart E—Pick Up of Shipments of Household Goods**

BEFORE LOADING

**§ 375.501 [Reserved]**

**§ 375.503 Must I write up an inventory?**

(a) You must prepare a written, itemized inventory for each shipment of household goods you transport for an individual shipper. The inventory must identify every carton and every uncartoned item that is included in the shipment. When you prepare the inventory, an identification number that corresponds to the inventory must be

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placed on each article that is included in the shipment.

(b) You must prepare the inventory before or at the time of loading in the vehicle for transportation in a manner that provides the individual shipper with the opportunity to observe and verify the accuracy of the inventory if he or she so requests.

(c) You must furnish a complete copy of the inventory to the individual shipper before or at the time of loading the shipment. A copy of the inventory, signed by both you and the individual shipper, must be provided to the shipper, together with a copy of the bill of lading, before or at the time you load the shipment.

(d) Upon delivery, you must provide the individual shipper with the opportunity to observe and verify that the same articles are being delivered and the condition of those articles. You must also provide the individual shipper the opportunity to note in writing any missing articles and the condition of any damaged or destroyed articles. In addition, you must also provide the shipper with a copy of all such notations.

(e) You must retain inventories for each move you perform for at least one year from the date you made the inventory and keep it as an attachment to be made an integral part of the bill of lading contract.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10576, Mar. 5, 2004]

**§ 375.505 Must I write up a bill of lading?**

(a) Before you receive a shipment of household goods you will transport for an individual shipper, you must prepare and issue a bill of lading. The bill of lading must contain the terms and conditions of the contract.

(b) On a bill of lading, you must include the following 17 items:

(1) Your legal or trade name (*i.e.*, doing business as name) as it is registered with FMCSA, to include your physical address.

(2) The names, telephone numbers, addresses, and U.S. DOT numbers of any motor carriers, when known, who will participate in transportation of the shipment.

(3) The individual shipper's name, address, and, if available, telephone number(s).

(4) The form of payment you and your agents will honor at delivery. The payment information must be the same that was entered on the estimate and bill of lading.

(5) When you transport on a collect-on-delivery basis, the name, address, and if furnished, the telephone number, fax number, or email address of a person to notify about the charges. The notification may be made by any method of communication, including, but not limited to, fax transmission; email; overnight courier; or certified mail, return receipt requested.

(6) For non-guaranteed service, the agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment.

(7) For *guaranteed service*, subject to tariff provisions, the dates for pickup and delivery, and any penalty or per diem entitlements due the individual shipper under the agreement.

(8) The actual date of pickup.

(9) The company or carrier identification number of the vehicle(s) upon which you load the individual shipper's shipment.

(10) The terms and conditions for payment of the total charges, including notice of any minimum charges.

(11) The maximum amount you will demand at the time of delivery to obtain possession of the shipment, when you transport under a collect-on-delivery basis.

(12) The valuation statement provided in the Surface Transportation Board's released rates order requires individual shippers either to choose Full Value Protection for your liability or waive the Full Value Protection in favor of the STB's released rates. The released rates may be increased annually by the motor carrier based on the U.S. Department of Commerce's Cost of Living Adjustment. Contact the STB for a copy of the Released Rates of Motor Carrier Shipments of Household Goods. If the individual shipper waives your Full Value Protection in writing on the STB's valuation statement, you must include the charges, if any, for

optional valuation coverage (other than Full Value Protection).

(13) Evidence of any insurance coverage sold to or procured for the individual shipper from an independent insurer, including the amount of the premium for such insurance.

(14) A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment, subject to the following two conditions:

(i) If you provide service for individual shippers on rates based upon the transportation of a minimum weight or volume, you must indicate on the bill of lading the minimum weight- or volume-based rates, and the minimum charges applicable to the shipment.

(ii) If you do not indicate the minimum rates and charges, your tariff must provide how you will compute the final charges relating to such a shipment based upon the actual weight or volume of the shipment.

(15) Each attachment to the bill of lading. Each attachment is an integral part of the bill of lading contract. If not provided elsewhere to the shipper, the following two items must be added as an attachment to the bill of lading:

(i) The binding or non-binding estimate.

(ii) The inventory.

(16) Any identification or registration number you assign to the shipment.

(17) A statement that the bill of lading incorporates by reference all the services included on the estimate.

(c) A copy of the bill of lading must accompany a shipment at all times while in your (or your agent's) possession. Before the vehicle leaves the residence of origin, the bill of lading must be in the possession of the driver responsible for the shipment.

(d) You must retain a copy of the bill of lading for each move you perform for at least 1 year from the date you created the bill of lading.

(e) You, your agent, or your driver must inform the individual shipper if you reasonably expect a special or accessorial service is necessary to safely transport a shipment. You must refuse to accept the shipment when you reasonably expect a special or accessorial

service is necessary to safely transport a shipment and the individual shipper refuses to purchase the special or accessorial service. You must make a written note if the shipper refuses any special or accessorial services that you reasonably expect to be necessary.

(f) You and the individual shipper must sign the bill of lading prior to the shipment being loaded. The bill of lading must be signed at both the origin and the destination. You must provide a dated copy of the bill of lading to the individual shipper at the time you sign the bill of lading.

(g)(1) You may provide the individual shipper with blank or incomplete estimates, bills of lading, or any other blank or incomplete documents pertaining to the move.

(2) You may require the individual shipper to sign an incomplete document prior to the shipment being loaded provided it contains all relevant shipping information except the actual shipment weight and any other information necessary to determine the final charges for all services performed. You may omit only that information that cannot be determined before loading, such as actual shipment weight in the case of shipments moved under non-binding estimates or unforeseen charges incurred in transit.

(3) You may not require an individual shipper to sign a blank document.

(h) The bill of lading must be provided to, signed, and dated by the individual shipper at least 3 days before the shipment is scheduled to be loaded. You must provide the individual shipper the opportunity to rescind the bill of lading without any penalty for a 3-day period after the individual shipper signs the bill of lading. If the individual shipper tenders additional items to be moved or requires additional services on the day of the move, resulting in a new binding estimate under §375.403(a)(6)(ii) or a new non-binding estimate under §375.405(b)(7)(ii), the corresponding changes to the bill of lading from the new estimate do not

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require a new 3-day period as otherwise required in this paragraph (h).

[68 FR 35091, June 11, 2003, as amended at 69 FR 10576, Mar. 5, 2004; 72 FR 36774, July 5, 2007; 77 FR 25373, Apr. 30, 2012; 80 FR 59071, Oct. 1, 2015; 83 FR 16224, Apr. 16, 2018; 87 FR 24447, Apr. 26, 2022; 88 FR 80180, Nov. 17, 2023]

### WEIGHING THE SHIPMENT

#### § 375.507 Must I determine the weight of a shipment?

(a) When you transport household goods on a non-binding estimate dependent upon the shipment weight, you must determine the weight of each shipment transported before the assessment of any charges.

(b) You must weigh the shipment upon a certified scale.

(c) You must provide a written explanation of volume to weight conversions, when you provide an estimate by volume and convert the volume to weight.

#### § 375.509 How must I determine the weight of a shipment?

(a) You must weigh the shipment by using one of the following two methods:

(1) *First method—origin weigh.* You determine the difference between the tare weight of the vehicle before loading at the origin of the shipment and the gross weight of the same vehicle after loading the shipment.

(2) *Second method—back weigh.* You determine the difference between the gross weight of the vehicle with the shipment loaded and the tare weight of the same vehicle after you unload the shipment.

(b) The following three conditions must exist for both the tare and gross weighings:

(1) The vehicle must have installed or loaded all pads, dollies, hand trucks, ramps, and other equipment required in the transportation of the shipment.

(2) The driver and other persons must be off the vehicle at the time of either weighing.

(3) The fuel tanks on the vehicle must be full at the time of each weighing, or, in the alternative, when you use the *first method—origin weigh*, in paragraph (a)(1) of this section, where the tare weighing is the first weighing

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performed, you must refrain from adding fuel between the two weighings.

(c) You may detach the trailer of a tractor-trailer vehicle combination from the tractor and have the trailer weighed separately at each weighing provided the length of the scale platform is adequate to accommodate and support the entire trailer at one time.

(d) You must use the net weight of shipments transported in containers. You must calculate the difference between the tare weight of the container (including all pads, blocking and bracing used in the transportation of the shipment) and the gross weight of the container with the shipment loaded in the container.

#### § 375.511 May I use an alternative method for shipments weighing 3,000 pounds or less?

For shipments weighing 3,000 pounds or less (1,362 kilograms or less), you may weigh the shipment upon a platform or warehouse certified scale before loading for transportation or after unloading.

#### § 375.513 Must I give the individual shipper an opportunity to observe the weighing?

You must give the individual shipper or any other person responsible for the payment of the freight charges the right to observe all weighings of the shipment. You must advise the individual shipper, or any other person entitled to observe the weighings, where and when each weighing will occur. You must give the person who will observe the weighings a reasonable opportunity to be present to observe the weighings.

#### § 375.515 May an individual shipper waive his/her right to observe each weighing?

(a) If an individual shipper elects not to observe a weighing, the shipper is presumed to have waived that right.

(b) If an individual shipper elects not to observe a reweighing, the shipper must waive that right in writing. The individual shipper may send the waiver notification via fax transmission; e-mail; overnight courier; or certified mail, return receipt requested.

(c) Waiver of the right to observe a weighing or re-weighing does not affect

any other rights of the individual shipper under this part or otherwise.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10576, Mar. 5, 2004]

**§ 375.517 May an individual shipper demand re-weighing?**

After you inform the individual shipper of the billing weight and total charges and before actually beginning to unload a shipment weighed at origin (*first method* under § 375.509(a)(1)), the individual shipper may demand a re-weigh. You must base your freight bill charges upon the re-weigh weight.

**§ 375.519 Must I obtain weight tickets?**

(a) You must obtain weight tickets whenever we require you to weigh the shipment in accordance with this subpart. You must obtain a separate weight ticket for each weighing. The weigh master must sign each weight ticket. Each weight ticket must contain the following six items:

- (1) The complete name and location of the scale.
- (2) The date of each weighing.
- (3) The identification of the weight entries as being the tare, gross, or net weights.
- (4) The company or carrier identification of the vehicle.
- (5) The last name of the individual shipper as it appears on the bill of lading.
- (6) The carrier's shipment registration or bill of lading number.

(b) When both weighings are performed on the same scale, one weight ticket may be used to record both weighings.

(c) As part of the file on the shipment, you must retain the original weight ticket or tickets relating to the determination of the weight of a shipment.

(d) All freight bills you present to an individual shipper must include true copies of all weight tickets obtained in the determination of the shipment weight in order to collect any shipment charges dependent upon the weight transported.

**§ 375.521 What must I do if an individual shipper wants to know the actual weight or charges for a shipment before I tender delivery?**

(a) If an individual shipper of a shipment being transported on a collect-on-delivery basis specifically requests notification of the actual weight or volume and charges on the shipment, you must comply with this request. This requirement is conditioned upon the individual shipper's supplying you with an address or telephone number where the individual shipper will receive the communication. You must make your notification by telephone; in person; fax transmissions; e-mail; overnight courier; or certified mail, return receipt requested.

(b) The individual shipper must receive your notification at least one full 24-hour day before any tender of the shipment for delivery, excluding Saturdays, Sundays and Federal holidays.

(c) You may disregard the 24-hour notification requirement on shipments in any one of the following three circumstances:

- (1) The shipment will be back weighed (*i.e.*, weighed at destination).
- (2) Pickup and delivery encompass two consecutive weekdays, if the individual shipper agrees.
- (3) The shipment is moving under a non-binding estimate and the maximum payment required at time of delivery is 110 percent of the estimated charges, but only if the individual shipper agrees to waive the 24-hour notification requirement.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10576, Mar. 5, 2004]

**Subpart F—Transportation of Shipments**

**§ 375.601 Must I transport the shipment in a timely manner?**

Yes. Transportation in a timely manner is also known as "reasonable dispatch service." You must provide reasonable dispatch service to all individual shippers, except for transportation on the basis of guaranteed pickup and delivery dates.

## § 375.603

### § 375.603 When must I tender a shipment for delivery?

You must tender a shipment for delivery for an individual shipper on the agreed delivery date or within the period specified on the bill of lading. Upon the request or concurrence of the individual shipper, you may waive this requirement.

### § 375.605 How must I notify an individual shipper of any service delays?

(a) When you are unable to perform either the pickup or delivery of a shipment on the dates or during the periods specified in the bill of lading and as soon as the delay becomes apparent to you, you must notify the individual shipper of the delay, at your expense, in one of the following six ways:

- (1) By telephone.
- (2) In person.
- (3) Fax transmissions.
- (4) E-mail.
- (5) Overnight courier.
- (6) Certified mail, return receipt requested.

(b) You must advise the individual shipper of the dates or periods you expect to be able to pick up and/or deliver the shipment. You must consider the needs of the individual shipper in your advisement. You also must do the following four things:

- (1) You must prepare a written record of the date, time, and manner of notification.
- (2) You must prepare a written record of your amended date or period for pick-up or delivery.
- (3) You must retain these records as a part of your file on the shipment. The retention period is one year from the date of notification.
- (4) You must furnish a copy of the notice to the individual shipper by first class mail or in person if the individual shipper requests a copy of the notice.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10576, Mar. 5, 2004; 87 FR 24448, Apr. 26, 2022]

### § 375.607 What must I do if I am able to tender a shipment for final delivery more than 24 hours before a specified date?

(a) You may ask the individual shipper to accept an early delivery date. If

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the individual shipper does not concur with your request or the individual shipper does not request an early delivery date, you may, at your discretion, place a shipment in storage under your own account and at your own expense in a warehouse located near the destination of the shipment. If you place the shipment in storage, you must comply with paragraph (b) of this section. You may comply with paragraph (c) of this section, at your discretion.

(b) You must immediately notify the individual shipper of the name and address of the warehouse where you place the shipment. You must make and keep a record of your notification as a part of your shipment records. You have responsibility for the shipment under the terms and conditions of the bill of lading. You are responsible for the charges for redelivery, handling, and storage until you make final delivery.

(c) You may limit your responsibility under paragraph (b) of this section up to the agreed delivery date or the first day of the period of time of delivery as specified in the bill of lading.

### § 375.609 What must I do for shippers who store household goods in transit?

(a) If you are holding goods for storage-in-transit (SIT) and the period of time is about to expire, you must comply with this section.

(b) You must notify the individual shipper, in writing of the following four items:

- (1) The date of conversion to permanent storage.
- (2) The existence of a nine-month period after the date of conversion to permanent storage when the individual shipper may file claims against you for loss or damage occurring to the goods in transit or during the storage-in-transit period.
- (3) The fact your liability is ending.
- (4) The fact the individual shipper's property will be subject to the rules, regulations, and charges of the warehouseman.

(c) You must make this notification at least 10 days before the expiration date of either one of the following two periods:

(c) You must make this notification at least 10 days before the expiration date of either one of the following two periods:

(1) The specified period of time when the goods are to be held in storage.

(2) The maximum period of time provided in your tariff for storage-in-transit.

(d) You must notify the individual shipper by facsimile transmission; e-mail; overnight courier; or certified mail, return receipt requested.

(e) If you are holding household goods in storage-in-transit for a period of time less than 10 days, you must give notification to the individual shipper of the information specified in paragraph (b) of this section one day before the expiration date of the specified time when the goods are to be held in such storage.

(f) You must maintain a record of notifications as part of the records of the shipment.

(g) Your failure or refusal to notify the individual shipper will automatically effect a continuance of your carrier liability according to the applicable tariff provisions with respect to storage-in-transit, until the end of the day following the date when you actually gave notice.

(h) When you place household goods in permanent storage, you must place the household goods in the name of the individual shipper and provide contact information for the shipper in the form of a telephone number, mailing address and/or email address.

[68 FR 35091, June 11, 2003, as amended at 69 FR 10577, Mar. 5, 2004; 77 FR 36935, June 20, 2012]

### Subpart G—Delivery of Shipments

#### § 375.701 May I provide for a release of liability on my delivery receipt?

(a) Your delivery receipt or shipping document must not contain any language purporting to release or discharge you or your agents from liability.

(b) The delivery receipt may include a statement the property was received in apparent good condition except as noted on the shipping documents.

#### § 375.703 What is the maximum collection-delivery amount I may demand at the time of delivery?

(a) On a binding estimate, the maximum amount is the exact estimate of

the charges, plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for impracticable operations as defined in your carrier tariff. The maximum amount of charges for impracticable operations you may collect on delivery is an amount equal to 15 percent of all other charges due at delivery.

(b) On a non-binding estimate, the maximum amount is 110 percent of the non-binding estimate of the charges, plus charges for any additional services requested by the shipper after the bill of lading has been issued and charges, if applicable, for impracticable operations as defined in your carrier tariff. The maximum amount of charges for impracticable operations you may collect on delivery is an amount equal to 15 percent of all other charges due at delivery.

[72 FR 36774, July 5, 2007]

#### § 375.705 If a shipment is transported on more than one vehicle, what charges may I collect at delivery?

(a) At your discretion, you may do one of the following three things:

(1) You may defer the collection of all charges until you deliver the entire shipment.

(2) If you have determined the charges for the entire shipment, you may collect charges for the portion of the shipment tendered for delivery. You must determine the percentage of the charges for the entire shipment represented by the portion of the shipment tendered for delivery.

(3) If you cannot reasonably calculate the charges for the entire shipment, you must determine the charges for the portion of the shipment being delivered. You must collect this amount. The total charges you assess for the transportation of the separate portions of the shipment must not be more than the charges due for the entire shipment.

(b) In the event of the loss or destruction of any part of a shipment transported on more than one vehicle, you must collect the charges as provided in § 375.707.

## § 375.707

### § 375.707 If a shipment is partially lost or destroyed, what charges may I collect at delivery?

(a) (1) If a shipment is partially lost or destroyed, you may collect at delivery:

(i) A prorated percentage of the binding estimate or a prorated percentage of up to 110 percent of the non-binding estimate. The prorated percentage is equal to the percentage of the weight of that portion of the shipment delivered relative to the total weight of the shipment. For example, if you deliver only 2,500 pounds of a shipment weighing 5,000 pounds, you may demand at destination, as applicable, only 50 percent of a binding estimate or 50 percent of not more than 110 percent of a non-binding estimate;

(ii) Charges for any additional services requested by the shipper after the bill of lading has been issued; and

(iii) Charges for impracticable operations, if applicable, except that such charges must not exceed 15 percent of all other charges due at delivery.

(iv) Any specific valuation charge due.

(2) You must bill and collect from the individual shipper any remaining charges not collected at delivery in accordance with subpart H of this part.

(b) You must determine, at your own expense, the proportion of the shipment, based on actual or constructive weight, not lost or destroyed in transit.

(c) You may disregard paragraph (a)(1) of this section if loss or destruction was due to an act or omission of the individual shipper.

(d) The individual shipper's rights are in addition to, and not in lieu of, any other rights the individual shipper may have with respect to a shipment of household goods you or your agent(s) partially lost or destroyed in transit. This applies whether or not the individual shipper exercises any rights to obtain a refund of the portion of your published freight charges corresponding to the portion of the lost or destroyed shipment (including any charges for accessorial or terminal services) at the time you dispose of claims for loss, damage, or injury to articles in the shipment under part 370 of this chapter.

[72 FR 36775, July 5, 2007]

## 49 CFR Ch. III (10–1–24 Edition)

### § 375.709 If a shipment is totally lost or destroyed, what charges may I collect at delivery?

(a) You are forbidden from collecting, or requiring an individual shipper to pay, any freight charges (including any charges for accessorial or terminal services) when a household goods shipment is *totally lost or destroyed* in transit. The following two conditions also apply:

(1) You must collect any specific valuation charge due.

(2) You may disregard paragraph (a) of this section if loss or destruction was due to an act or omission of the individual shipper.

(b) The individual shipper's rights are in addition to, and not in lieu of, any other rights the individual shipper may have with respect to a shipment of household goods you or your agent(s) totally lost or destroyed in transit. This applies whether or not the individual shipper exercises its rights provided in paragraph (a) of this section.

## Subpart H—Collection of Charges

### § 375.801 What types of charges are subject to this subpart?

This subpart applies to all shipments of household goods that:

- (a) Entail a balance due invoice; or
- (b) Are transported on an extension of credit basis.

[69 FR 10577, Mar. 5, 2004, as amended at 87 FR 24448, Apr. 26, 2022]

### § 375.803 How must I present my invoice?

You must present your invoice in accordance with § 375.807.

[69 FR 10577, Mar. 5, 2004, as amended at 87 FR 24448, Apr. 26, 2022]

### § 375.805 If I am forced to relinquish a collect-on-delivery shipment before the payment of ALL charges, how do I collect the balance?

On “collect-on-delivery” shipments, you must present your invoice for all transportation charges within 15 days as required by § 375.807.

[68 FR 35091, June 11, 2003, as amended at 87 FR 24448, Apr. 26, 2022]

**§ 375.807 What actions may I take to collect the charges upon my invoice?**

(a) You must present an invoice within 15 days (excluding Saturdays, Sundays, and Federal holidays) of the date of delivery of a shipment at its destination.

(b) The credit period must be seven days (including Saturdays, Sundays, and Federal holidays).

(c) You must provide in your tariffs the following four things:

(1) You must automatically extend the credit period to a total of 30 calendar days for any shipper who has not paid your invoice within the 7-day period. However, for charges for impracticable operations that are not collected at delivery, you may not extend the credit period beyond 30 days after you present your invoice.

(2) You will assess a service charge to each individual shipper equal to one percent of the amount of the invoice, subject to a \$20 minimum charge, for the extension of the credit period. You will assess the service charge for each 30-day extension the charges go unpaid.

(3) You must deny credit to any shipper who fails to pay a duly-presented invoice within the 30-day period. You may grant credit to the individual shipper when the individual shipper satisfies he/she will promptly pay all future invoices duly presented.

(4) You must ensure all payments of invoices are strictly in accordance with the rules and regulations of this part for the settlement of your rates and charges.

[68 FR 35091, June 11, 2003, as amended at 72 FR 36775, July 5, 2007; 87 FR 24448, Apr. 26, 2022]

### Subpart I—Penalties

**§ 375.901 What penalties do we impose for violations of this part?**

The penalty provisions of 49 U.S.C. Chapter 149, Civil and Criminal Penalties apply to this part. These penalties do not overlap. Notwithstanding these civil penalties, nothing in this section shall deprive any holder of a receipt or a bill of lading any remedy or right of action under existing law.

APPENDIX A TO PART 375—YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE

GENERAL REQUIREMENTS

The Federal Motor Carrier Safety Administration's (FMCSA) regulations protect consumers of interstate moves and define the rights and responsibilities of consumers (shippers) and household goods motor carriers (movers).

The household goods motor carrier gave you this booklet to provide information about your rights and responsibilities as an individual shipper of household goods. Your primary responsibilities are to ensure that you understand the terms and conditions of the moving contract (bill of lading), and know what to do in case problems arise.

The primary responsibility for protecting your move lies with you in selecting a reputable household goods mover or household goods broker, and making sure you understand the terms and conditions of your contract and the remedies that are available to you in case problems arise.

DEFINITIONS AND COMMON TERMS

**Accessorial (Additional) Services**—These are services such as packing, unpacking, appliance servicing, or piano carrying, that you request to be performed or are necessary because of landlord requirements or other special circumstances.

**Advanced Charges**—Charges for services performed by someone other than the mover. A professional, craftsman, or other third party may perform these services at your request. The mover pays for these services and adds the charges to your bill of lading.

**Agent**—A local moving company authorized to act on behalf of a larger national company.

**Appliance Service by Third Party**—The preparation of major electrical appliances to make them safe for transportation. Charges for these services may be in addition to the line-haul charges.

**Bill of Lading**—The receipt for your shipment and the contract for its transportation.

**Broker**—A company that arranges for the transportation of household goods by a registered moving company.

**Collect on Delivery (COD)**—This means payment is required at the time of delivery at the destination residence (or warehouse).

**Certified Scale**—Any scale designed for weighing motor vehicles, including trailers or semitrailers not attached to a tractor, and certified by an authorized scale inspection and licensing authority. A certified scale may also be a platform or warehouse type scale that is properly inspected and certified.

**Commercial Zone**—A commercial zone is roughly equivalent to the local metropolitan area of a city or town. Moves that cross state lines within these zones are exempt from FMCSA's commercial jurisdiction and, therefore, the moves are not subject to FMCSA household goods regulations. For example, a move between Brooklyn, New York, and Hackensack, New Jersey, would be within the New York City commercial zone. Although it crossed states lines, this move would not be subject to FMCSA household goods regulations.

**Estimate, Binding**—This is a written agreement made in advance with your mover. It guarantees the total cost of the move based upon the quantities and services shown on the estimate.

**Estimate, Non-Binding**—This is what your mover believes the cost will be, based upon the estimated weight of the shipment and the services requested. A non-binding estimate is not binding on the mover. The final charges will be based upon the actual weight of your shipment, the services provided, and the tariff provisions in effect.

**Expedited Service**—An agreement with the mover to perform transportation by a set date in exchange for an agreed upon additional charge.

**Flight Charge**—An additional charge for carrying items up or down flights of stairs. Charges for these services may be in addition to the line-haul charges.

**Full Value Protection**—The liability coverage option you are to receive for your shipment unless you waive this option in writing. It means your mover will process your loss and damage claim by replacing or repairing the item to restore its original like, kind, and quality.

**Guaranteed Pickup and/or Delivery Service**—An additional level of service featuring guaranteed dates of service. Your mover will provide reimbursement to you for delays. This service may be subject to minimum weight requirements.

**High-Value Article**—These are items valued at more than \$100 per pound.

**Household Goods**—As used in connection with transportation, household goods are the personal effects or property used, or to be used, in a dwelling, when part of the equipment or supplies of the dwelling belong to an individual shipper. Transporting of the household goods must be arranged for and paid by you or another individual on your behalf.

**Household Goods Motor Carrier**—A motor carrier that, in the normal course of its business of providing transportation of household goods, offers some or all the following additional services: (1) Binding and non-binding estimates, (2) Inventorying, (3) Protective packing and unpacking of individual items at personal residences, and (4) Loading and unloading at personal residences. The

term does not include a motor carrier when the motor carrier provides transportation of household goods in containers or trailers that are entirely loaded and unloaded by an individual (other than an employee or agent of the motor carrier).

**Individual Shipper**—Any person who:

1. Is the shipper, consignor, or consignee of a household goods shipment;
2. Is identified as the shipper, consignor, or consignee on the face of the bill of lading;
3. Owns the household goods being transported; and
4. Pays his or her own tariff transportation charges.

**Impracticable Operations**—Conditions which make it physically impossible for the mover to perform pickup or delivery with its normally assigned road-haul equipment so that the mover is required to use specialized equipment and/or additional labor to complete pickup or delivery of your shipment. A mover may require payment of additional charges for services required due to impracticable operations, even if you do not request these services. The specific services considered to be impracticable operations by your mover are defined in your mover's tariff.

**Inventory**—The detailed list of your household goods showing the quantity and condition of each item.

**Line-Haul Charges**—The charges for the transportation portion of your move when a household goods mover transports your shipment.

Household goods brokers or movers must provide you with basic information before you move. You should expect to receive the following information:

- A written estimate
- The "Ready to Move" Brochure (or a web link to access the document)
- Information about the mover's arbitration program
- Written notice about access to the mover's tariff
- The process for handling claims
- This booklet, *Your Rights and Responsibilities When You Move* (or a web link to access the document)

You should avoid brokers and movers that are not registered with FMCSA or refuse to perform a physical survey of your household goods. If a broker or mover requires cash, FMCSA advises you to retain all receipts and supporting documents associated with the transaction.

#### CUSTOMER'S RESPONSIBILITIES

As a customer, you have responsibilities both to your mover and to yourself. They include:

- Reading all moving documents issued by the mover or broker.
- Being available at the time of pickup and delivery of your shipment. If you are not

available, you should appoint a representative to act on your behalf.

- Promptly notifying your mover if something has changed regarding your shipment (*i.e.*, move dates, additional items).
- Making payment in the amount required and in the form agreed to with the mover based on the bill of lading document.
- Promptly filing claims for loss, damage, or delays with your mover, if necessary.

#### ESTIMATES

The two most important things to understand for your interstate move are: The types of estimates offered and the mover's liability in the event of loss or damage. As you read further, you will discover that movers offer two different types of estimates—binding and non-binding. The type of estimate you select determines how the charges for your shipment will be calculated. The estimate provided by your mover will notify you of the two liability coverage options: Option 1—Full Value Protection and Option 2—Waiver of Full Value Protection (60 cents per pound). The mover's liability is discussed in detail in the next section.

FMCSA requires your mover to provide written estimates on every shipment transported for you. Your mover's verbal quote of charges is not an official estimate since it is not in writing. Your mover must provide you with a written estimate of all charges including transportation, and accessorial and advanced charges (defined at the end of this booklet). This written estimate must be dated and signed by you and the mover.

The estimate your mover provides you will include a statement notifying you of two options of liability coverage for your shipment: Full Value Protection and Waiver of Full Value Protection, Released Value of 60 cents per pound per article.

Your mover must provide an estimate based upon a physical survey of your household goods. A physical survey means a survey which is conducted on-site or virtually, that allows your mover to see the household goods to be transported. A physical survey must be performed unless you waive this requirement in writing.

Please be aware that a household goods broker may only provide an estimate on a mover's behalf if the broker has a written agreement with the mover and uses the mover's published tariff.

You and your mover may agree to change an estimate of charges based on changed circumstances, but only before your shipment is loaded. Your mover may not change an estimate after loading the shipment. There is more information about changes to estimates in the following sections.

#### BINDING ESTIMATES

A binding estimate guarantees that you cannot be required to pay more than the amount on the estimate at the time of delivery. However, if you add additional items to your shipment or request additional services, you and your mover may:

- Agree to abide by the original binding estimate;
- prepare a new binding estimate; or
- agree to convert the binding estimate into a non-binding estimate.

If you and the mover do not agree to one of the three options listed above, the mover is not required to service the shipment. If the mover does not give you a new binding estimate in writing, or agree in writing to convert the binding estimate to a non-binding estimate before your goods are loaded, the original binding estimate is reaffirmed. Under these circumstances, your mover should not charge or collect more than the amount of the original binding estimate at delivery for the quantities and services included in the estimate.

If there are unforeseen circumstances (such as elevators, stairs, or required parking permits) at the destination the mover can bill you for these additional expenses after 30 days from delivery. Charges for services required because of impracticable operations (defined at the end of this booklet) are due at delivery, but may not exceed 15 percent of all other charges due at delivery; any remaining charges will be billed to you with payment due in 30 days from delivery.

If you are unable to pay 100 percent of the charges on a binding estimate at delivery, your mover may place your shipment in storage at your expense. In an effort to schedule delivery of your shipment from storage, you will have to pay the required charges and storage fees, if listed in the tariffs, after your shipment arrives at the residence.

Your mover may charge a fee to prepare a binding estimate.

#### NON-BINDING ESTIMATES

A non-binding estimate is intended to provide you with an estimate of the cost of your move. A non-binding estimate is not a guarantee of your final costs, but it should be reasonably accurate. The estimate must indicate that your final charges will be based upon the actual weight of your shipment, the services provided, and the mover's published tariff. Therefore, the amount of your mover's non-binding estimate may be different than the amount you ultimately must pay to receive your shipment.

A non-binding estimate must be in writing and clearly describe the shipment and all services provided. Under a non-binding estimate, the mover cannot require you to pay

more than 110 percent of the non-binding estimate at the time of delivery. This does not excuse you from paying all the charges due on your shipment. The mover will bill you for any remaining charges after 30 days from delivery.

On the day of pick-up, if you have additional items to move, your mover must do one of two things prior to loading:

- Reaffirm your non-binding estimate; or
- prepare a new non-binding estimate to include all the items that are being moved.

If you and the mover do not agree to one of the two options listed above, the mover is not required to service the shipment. If you are unable to pay 110 percent of the charges on a non-binding estimate at delivery, your mover may place your shipment in storage at your expense. In order to schedule delivery of your shipment from storage, you will likely have to agree to pay the required charges and storage fees, if listed in the tariffs, after your shipment arrives at the residence.

Your mover must give you possession of your shipment if you pay 110 percent of a non-binding estimate or 100 percent of a binding estimate, plus 15 percent of the impracticable operations charges (if applicable). If your mover does not relinquish possession, the mover is holding your shipment hostage in violation of Federal law.

#### YOUR MOVER'S LIABILITY AND YOUR CLAIMS

In general, your mover is legally liable for loss or damage that occurs during the transportation of your shipment and all related services identified on the bill of lading.

The extent of your mover's liability is governed by the Surface Transportation Board's Released Rates Order. The Surface Transportation Board is an independent Federal agency that has jurisdiction over HHG motor carrier tariffs and valuation for lost or damaged goods. You may obtain a copy of the current Released Rates Order by visiting the Surface Transportation Board's website at: <https://prod.stb.gov/wp-content/uploads/files/docs/householdGoodsMoving/41845.pdf>. In addition, your mover may, but is not required to, offer to sell you separate third-party liability insurance.

All moving companies are required to assume liability for the value of the household goods they transport. However, there are two different levels of liability that apply to interstate moves: Full Value Protection and Waiver of Full Value Protection—Released Value. It is important you understand the charges that apply and the amount of protection provided by each level.

#### FULL VALUE PROTECTION

This is the most comprehensive option available to protect your household goods, but it will increase the cost of your move.

The initial cost estimate of charges that you receive from your mover must include this level of protection. Your shipment will be transported at this level of liability unless you waive Full Value Protection. Under your mover's Full Value Protection level of liability, subject to the allowable exceptions in your mover's tariff, if any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, either (1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or (2) replace the article with an article of like, kind and quality, or pay you for the cost to replace the items.

The exact cost for your shipment, including Full Value Protection, may vary by mover and may be further subject to various deductible levels. Full Value Protection will increase the cost of your move above the basic transportation cost. The minimum valuation level for determining the cost of Full Value Protection of your shipment is \$6.00 per pound times the weight of your shipment. Your mover may use a higher minimum value, or you may declare a higher value for your shipment (at an additional cost). The charges that apply for providing Full Value Protection must be shown in your mover's tariff. Ask your mover for the details under its specific program.

Under this option, movers are permitted to limit their liability for loss or damage to articles of extraordinary value, unless you specifically list these articles on the shipping documents. An article of extraordinary value is any item whose value exceeds \$100 per pound (for example, jewelry, silverware, china, furs, antiques, oriental rugs, and computer software). Ask your mover for a complete explanation of this limitation before your move. It is your responsibility to study this provision carefully and to make the necessary declaration.

#### *Waiver of Full Value Protection (Released Value of 60 Cents per Pound per Article)*

Released Value is minimal protection; however, it is the most economical protection available as there is no charge to you. Under this option, the mover assumes liability for no more than 60 cents per pound, per article. For example, if a 10-pound stereo component valued at \$1,000 was lost or destroyed, the mover would be liable for no more than \$6.00 (10 pounds × \$.60). Obviously, you should think carefully before agreeing to such an arrangement.

#### THIRD PARTY INSURANCE

If you purchase separate third party cargo liability insurance through your mover, the mover is required to issue a policy or other written record of the purchase and to provide

you with a copy of the policy or other document at the time of purchase. If the mover fails to comply with this requirement, the mover is liable for any claim for loss or damage.

Shipments transported under a mover's bill of lading may be subject to arbitration in the event of a dispute over loss or damage claims. However, disputes with third party insurance companies are not subject to FMCSA regulations.

#### REDUCING YOUR MOVER'S NORMAL LIABILITY

The following are some actions that may limit or reduce your mover's liability for loss or damage to your household goods:

1. Your acts or omissions cause the loss or damage to occur. For example, improper packing of containers you pack yourself do not provide sufficient protection or you include perishable, dangerous, or hazardous materials in your shipment without your mover's knowledge. Federal law forbids you to ship hazardous materials in your household goods boxes or luggage without informing your mover.

2. You chose the Waiver of Full Value Protection—Released Value level of liability (60 cents per pound per article) but ship household goods valued at more than 60 cents per pound per article.

3. You declare a value for your shipment which is less than the actual value of the articles in your shipment.

4. You fail to notify your mover in writing of articles valued at more than \$100 per pound. (If you do notify your mover, you will be entitled to full recovery up to the declared value of the article or articles, not to exceed the declared value of the entire shipment.)

#### LOSS AND DAMAGE CLAIMS

Movers customarily take every precaution to make sure that, while your shipment is in their possession, no items are lost, damaged or destroyed. However, despite the precautions taken, articles are sometimes lost or destroyed during the move. You have the right to file a claim with your mover to be compensated for loss or damage.

You have 9 months from the date of delivery (or in the event of loss for the entire shipment, from the date your shipment should have been delivered) to file your claim.

The claim must be submitted in writing to your mover or to your mover's third party insurer for claim processing. After you submit your claim, your mover has 30 days to acknowledge receipt of it. The mover then has 120 days to provide you with a disposition. The mover might be entitled to 60-day extensions if the claim cannot be processed or disposed of within 120 days. If an exten-

sion is necessary, your mover must notify you in writing.

#### DELAY CLAIMS

Delay claims are processed when you have contracted with your mover for guaranteed service for pickup and delivery. Your mover will outline on the bill of lading any penalty or per diem entitlements when there is a pickup delay and/or delivery delay.

#### MOVING PAPERWORK

Do not sign entirely blank documents. And only sign *incomplete* documents where the only incomplete sections are for information that cannot be determined prior to loading, specifically the actual weight of your shipment, in the case of a non-binding estimate, and unforeseen charges that occur in transit or at destination.

#### INVENTORY

Your mover must prepare an inventory of your shipment. This is usually done at the time the mover loads your shipment. The mover is required to list any damage or unusual wear to any items. The purpose is to make a record of the existence and condition of each item before it is moved.

After completing the inventory, both you and the mover must sign each page of the inventory. It is important that before signing you make sure the inventory lists every item in your shipment and that entries regarding the condition of each item are correct. You have the right to note any disagreement. When your shipment is delivered, if an item is missing or damaged, your ability to recover from the mover for any loss or damage may depend on the notations made on this form.

The mover will give you a copy of each page of the inventory. Attach the complete inventory to your copy of the bill of lading. It is your receipt for the shipment.

At the time your shipment is delivered, it is your responsibility to check the items delivered against the items listed on your inventory. If new damage is discovered, make a record of it on the inventory form. Call the damage to the attention of the mover and request that a record of the damage be made on the mover's copy of the inventory.

After the complete shipment is unloaded, the mover will request that you sign the mover's copy of the inventory to show that you received the items listed. Do not sign until you have assured yourself that it is accurate and that proper notations have been entered regarding any missing or damaged items. Movers are prohibited from having you sign documents that release the mover from all liability for loss or damage to the shipment in exchange for delivery.

## BILL OF LADING

Your mover is required by law to prepare a bill of lading for your shipment. The bill of lading is the contract between you and the mover for the transportation of your shipment. This document is issued at least 3 days prior to the pickup date. The information on the bill of lading is required to include all the information and charges associated with the transportation of your shipment. The driver who loads your shipment must give you a copy of the bill of lading before or at the time of loading your shipment. The bill of lading is an important document. Do not lose or misplace your copy. Keep it available until your shipment is delivered, all charges are paid, and all claims, if any, are settled.

**IT IS YOUR RESPONSIBILITY TO READ THE BILL OF LADING BEFORE YOU ACCEPT IT**

The bill of lading requires the mover to provide the service you requested and requires you to pay the charges for the service. It is your responsibility to understand the bill of lading before you sign it. If you do not agree with something on the bill of lading, do not sign it until you are satisfied it is correct.

The bill of lading serves to identify the mover and specifies when the transportation is to be performed. Be sure that the portions of the bill of lading that note the dates when pickup and delivery are to be performed are completed and that you agree with the dates. The bill of lading also specifies the terms and conditions for payment of the total charges and the maximum amount required to be paid at the time of delivery for shipments moving under a binding estimate. In the case of shipments moving under non-binding estimates, the bill of lading will not include a final calculation of charges because that cannot be determined until the shipment is weighed. However, the bill of lading must contain all relevant shipment information—except the shipment weight that will be determined after the shipment has been weighed and any unforeseen charges that occur in transit or at destination.

The bill of lading must include the following 17 items:

1. The legal or trade name (*i.e.*, doing business as name) of the mover as it is registered with FMCSA, to include its physical address.
2. The names, telephone numbers, addresses, and USDOT Numbers of any motor carriers, when known, who will participate in transportation of the shipment.
3. Your name, address, and, if available, telephone number(s).
4. The form of payment the mover and its agents will honor at delivery. The payment information must be the same that was entered on the estimate.
5. When transportation is on a collect-on-delivery basis, the name, address, and if fur-

nished, the telephone number, facsimile number, or email address of a person to notify about the charges. The notification may also be made by overnight courier or certified mail, return receipt requested.

6. For non-guaranteed service, the agreed date or period of time for pickup of the shipment and the agreed date or period of time for the delivery of the shipment.

7. For guaranteed service, subject to tariff provisions, the dates for pickup and delivery, and any penalty or per diem entitlements due to you.

8. The actual date of pickup.

9. The company or motor carrier identification number of the vehicle(s) that will transport your shipment.

10. The terms and conditions for payment of the total charges, including notice of any minimum charges.

11. The maximum amount your mover will demand at the time of delivery in order for you to obtain possession of the shipment, when you transport under a collect-on-delivery basis.

12. The valuation statements provided in the Surface Transportation Board (STB)'s released rates order. These statements require individual shippers either to accept Full Value Protection for their liability or to waive the Full Value Protection in favor of the STB's released rates. The released rates may be increased annually by the motor carrier based on the U.S. Department of Commerce's Cost of Living Adjustment. Contact the STB for a copy of the Released Rates of Motor Carrier Shipments of Household Goods. If the individual shipper waives your Full Value Protection in writing on the STB's valuation statement, you must include the charges, if any, for optional valuation coverage (other than Full Value Protection).

13. Evidence of any insurance coverage sold to or procured for the individual shipper from an independent insurer, including the amount of the premium for such insurance.

14. A complete description of any special or accessorial services ordered and minimum weight or volume charges applicable to the shipment, subject to the following two conditions:

(i) If your mover provides service for you on rates based upon the transportation of a minimum weight or volume, your mover must indicate on the bill of lading the minimum weight- or volume-based rates, and the minimum charges applicable to the shipment.

(ii) If your mover does not indicate the minimum rates and charges, your mover's tariff must provide information to compute the final charges relating to such a shipment based upon the actual weight or volume of the shipment.

15. Each attachment to the bill of lading is an integral part of the contract. That includes the binding or non-binding estimate, inventory and any signed waiver documents associated with the shipment.

16. Any identification or registration number assigned to the shipment.

17. A statement that the bill of lading incorporates by reference all the services included on the estimate, including any new estimate prepared by the mover.

The bill of lading must be signed and dated by you and your mover at origin and destination.

#### INVOICE

At the time of payment of transportation charges, your mover must give you an invoice identifying the service provided and the charge for each service. It is customary for most movers to use a copy of the bill of lading as the invoice.

Except in those instances where a shipment is moving on a binding estimate, the invoice must specifically identify each service performed, the rate or charge per service performed, and the total charges for each service. If this information is not on the invoice, do not accept or pay the invoice.

Your mover must deliver your shipment upon payment of 100 percent of a binding estimate or 110 percent of a non-binding estimate, plus the full cost of any additional services that you required after the contract was executed and any charges for impracticable operation, not to exceed 15 percent of all other charges due at delivery. If you do not pay the transportation charges due at the time of delivery, your mover has the right, under the bill of lading, to refuse to deliver your shipment. The mover may place your shipment in storage, at your expense, until the charges are paid.

On shipments paid in advance, your mover must present its invoice for all transportation charges within 15 days of the date your mover delivered the shipment. This period excludes Saturdays, Sundays, and Federal holidays.

On shipments paid upon delivery, your mover must present its invoice for all transportation charges on the date of delivery, or, at its discretion, within 15 days calculated from the date the shipment was delivered at your destination. This period excludes Saturdays, Sundays, and Federal holidays. Bills for additional charges based on the weight of the shipment will be presented after 30 days from delivery; charges for impracticable operations not paid at delivery are due within 30 days of the invoice.

Your mover's invoice and accompanying written notices must state the following five items:

1. Penalties for late payment
2. The period of time for any credit extended

3. Service or finance charges
4. Collection expense charges
5. Any applicable discount terms

#### WEIGHT TICKETS

Your mover must obtain weight tickets if your shipment is moving under a non-binding estimate. Each time your shipment is weighed, a separate weight ticket must be obtained and signed by the weigh master. If both weighings are performed on the same scale, one weight ticket may be used to record both weighings. The weight tickets must be presented with the invoice. Each weight ticket must contain the following six items:

1. The complete name and location of the scale.
2. The date of each weighing.
3. The identification of the weight entries as being the tare, gross, or net weights.
4. The company or mover identification of the vehicle.
5. The last name of the individual shipper as it appears on the bill of lading.
6. The mover's shipment registration or bill of lading number.

Additional information regarding weighing shipments is located later in this booklet.

#### COLLECTION OF CHARGES

Your mover must issue you an honest and truthful invoice for each shipment transported. When your shipment is delivered, you will be expected to pay either: (1) 100 percent of the charges on your binding estimate, or (2) 110 percent of the charges on your non-binding estimate. You will also be requested to pay the charges for any services that you requested (for example, waiting time, an extra pickup or delivery, storage) after the contract with your mover was executed that were not included in the estimate, and any charges for services performed in conjunction with impracticable operations, not to exceed 15 percent of all other charges due at delivery. Your mover will bill you after your shipment is delivered for any remaining services.

You should verify in advance what method of payment your mover will accept. Your mover must note in writing on the bill of lading the forms of payment it accepts at delivery. Do not assume your mover will accept payment by credit card unless it is clearly indicated on the bill of lading.

If you do not pay the charges due at the time of delivery, the mover has the right to refuse to deliver your shipment and to place it into storage at your expense until the charges are paid. It is standard procedure for you to pay the charges due at delivery prior to the mover unloading the shipment at destination, in accordance with the terms specified on the bill of lading.

If your shipment is transported by two or more trucks, the mover may require payment for each portion as it is delivered. You may delay the collection of all the charges until the entire shipment is delivered, at its discretion. When you confirm your shipment transportation with your mover, you should ask the mover about this policy.

Your mover can only collect the charges on the percentage of the shipment that was successfully delivered. For example, if you receive a binding estimate of \$1,000 to move 1,000 pounds of your goods, and 50 percent of that shipment is lost, then the mover can only collect 50 percent of the estimate or \$500. If the estimate is non-binding then only 50 percent of the actual charges, not to exceed 110 percent of the estimate, can be collected, which would be \$550.

Your mover is forbidden from collecting, or requiring you to pay, any freight charges (including any charges for accessorial or terminal services) when your shipment is totally lost or destroyed in transit, unless the loss or destruction was due to an act or omission by you. However, if you receive Full Value Protection on your shipment, you will be required to pay the premium to process your claim for the total loss.

#### TRANSPORTATION OF YOUR SHIPMENT

##### PICKUP AND DELIVERY

Before you move, be sure to reach an agreement with your mover on the dates for pickup and delivery of your shipment. It is your responsibility to determine on what date your shipment will be picked up and the date or timeframe you require delivery. Once an agreement is reached, your mover must enter those dates on the bill of lading. Upon loading your shipment, your mover is contractually bound to provide the service described in the bill of lading.

The mover might use the term "delivery spread" as the timeframe in which you can expect your shipment to be delivered. This means that your shipment could arrive anytime during the delivery spread. The mover is required to give you a 24-hour advance notice of when they plan to arrive with your shipment. At that time, you must be available to accept delivery or your shipment could be placed in storage at your expense.

When you and the mover agree to a delivery date, or to a range of dates, it is your responsibility to be available to accept delivery on any of those dates. The same applies when you and the mover agree to alternate delivery dates.

Do not agree to have your shipment picked up or delivered "as soon as possible." The dates or periods you and your mover agree upon should be definite.

If you request the mover to change the dates for your shipment, most movers will

agree to do so if the change will not result in unreasonable delay to their equipment or interfere with another customer's move. However, the mover is not required to change the dates and can place your shipment in storage at your expense if you are unwilling or unable to accept delivery on the agreed dates.

The only reason your mover would be excused from providing a service as described in the bill of lading is because of "force majeure." This is a legal term which means an unforeseen change of circumstances beyond the control of the mover. For example, if there were a major snow storm that prevented your mover from servicing your shipment as outlined in the bill of lading, your mover would not be responsible for damages resulting from its nonperformance.

If your mover fails to pick up or deliver your shipment on the agreed date or during the delivery spread, and you have expenses that you otherwise would not have, you may be able to recover these expenses from the mover through a delay of shipment claim.

Ask your mover before you move what payment or other arrangements you can expect if your shipment is delayed through the fault of the mover.

Your mover must transport your household goods in a timely manner. This is also known as "reasonable dispatch service." If you have arranged for a guaranteed delivery date, the terms of that agreement with your mover apply.

When your mover is unable to meet either the pickup or delivery dates or provide service during the periods of time specified in the bill of lading, your mover must notify you of the delay. The mover must advise you of the dates or periods of time it may be able to pick up and/or deliver your shipment. Your mover must provide this information in writing.

##### EARLY DELIVERY

If you are unable to accept delivery before the first day of the delivery spread, then your mover may place your shipment in storage in a warehouse located in proximity to the destination. If your mover exercises this option, your mover must immediately notify you of the name and address of the warehouse where your mover places your shipment. Your mover has full responsibility for the charges for re-delivery, handling, and storage until it makes the final delivery.

##### STORAGE IN TRANSIT

You may request your mover to store your household goods before delivering them. Your mover must notify you in writing or in person at least 10 days before the expiration date of:

1. The specified period of time when your mover is to hold your shipment in storage.

2. The maximum period of time provided in its tariff for storage-in-transit.

If your mover holds your household goods in storage-in-transit for less than 10 days, your mover must notify you, 1 day before the storage-in-transit period expires of the same information specified above.

When the storage period is about to expire, your mover must notify you in writing about the following four items:

1. The date when storage-in-transit will convert to permanent storage.
2. The existence of a 9-month period after the date of conversion to permanent storage, during which you may file claims against your mover for loss or damage occurring to your goods while in transit or during the storage-in-transit period.
3. When your mover's liability will end for loss and damage.
4. When your shipment will become subject to the rules, regulations, and charges of the management of the storage facility.

#### WEIGHING SHIPMENTS

If your mover transports your household goods on a non-binding estimate, your mover must determine the actual weight of your shipment on a certified scale in order to calculate its lawful tariff charge. If your mover provided a binding estimate, the weight of the shipment will not affect the charges you will pay, so there is no requirement to weigh shipments moving under binding estimates.

Most movers have a minimum weight charge for transporting a shipment. If your shipment appears to weigh less than the mover's minimum weight, your mover must state the minimum cost on the bill of lading. Should your mover fail to advise you of the minimum charges and your shipment is less than the minimum weight, your mover must base your final charges upon the actual weight, not upon the minimum weight.

Usually, your shipment will be weighed in the city or local area where the shipment originates. The driver has the truck weighed before coming to your residence and then has it weighed again after your shipment has been loaded. The difference in these two weights is the weight of your shipment.

The mover may also weigh your shipment at its destination when the shipment is delivered. The driver will have the truck weighed with your shipment on board and then weighed a second time after your shipment has been unloaded. Each time a weighing is performed, the driver is required to obtain an official weight ticket signed by the weigh master of a certified scale and a copy of the weight tickets must accompany your copy of the bill of lading. Shipments of less than 3,000 pounds may be weighed on a certified warehouse scale.

You have the right, and your mover must inform you of your right, to observe all weighing of your shipment. Your mover

must tell you where and when each weighing will occur. Your mover must give you a reasonable opportunity to be present to observe the weighing. You may waive your right to observe weighing; however, you must waive that right in writing.

If your shipment is weighed at origin and you believe that the weight may not be accurate, you have the right to request that the shipment be reweighed before it is unloaded. The mover is not permitted to charge you for the reweighing, but the final charges due will be based on the reweigh weight, even if it is more than the initial weight.

If you request notification of the actual weight and charges of your shipment, your mover must comply with your request if it is moving your household goods on a collect-on-delivery basis. This requirement is conditioned upon you supplying your mover with contact information.

#### NOTIFICATION OF DELIVERY

You must receive the mover's notification at least 24-hours before the scheduled delivery, excluding Saturdays, Sundays, and Federal holidays.

Your mover may disregard this 24-hour notification requirement on shipments subject to one of the following three situations:

1. When your mover weighs your shipment at destination.
2. When pickup and delivery encompasses two consecutive weekdays, if you agree.
3. When the maximum payment at time of delivery is 110 percent of the estimated charges, if you agree.

#### RESOLVING DISPUTES WITH YOUR MOVER

The FMCSA maintains regulations to govern the processing of loss and damage claims; however, we cannot resolve these claims on your behalf. If you cannot reach a settlement with your mover, you have the right to request arbitration from your mover. All movers are required to participate in an arbitration program, and your mover is required to provide you with a summary of its arbitration program before you sign the bill of lading.

Arbitration gives you the opportunity to resolve loss or damage claims and certain types of disputed charges through a neutral arbitrator. You may find submitting your claim to arbitration is a less expensive and more convenient way to seek recovery of your claim than filing a lawsuit. You are not required to submit to arbitration in the event of a dispute. However, if you request arbitration for a claim for \$10,000 or less, the mover must agree to arbitration and the arbitrator's decision is binding on the parties. Further, the mover is not required to agree to arbitration if the claim exceeds \$10,000. If

the mover does agree, the arbitrator's decision will be binding on both you and the mover.

You may choose to pursue a civil action in a court of appropriate jurisdiction in lieu of arbitration. Legal action may be initiated by filing a claim in your State and serving papers on the mover's process agent in your State. You may file in State court or (if the amount of the claim is more than \$10,000) in Federal court. You may obtain the mover's process agent information in your State by contacting FMCSA at (800) 832-5660. You may also obtain the name of the mover's process agent via the internet by following the instructions below.

1. Go to <http://ti-public.fmcsa.dot.gov>.
2. Scroll to the bottom of the page and click on CONTINUE.
3. At the top of the screen click on CHOOSE MENU OPTION, for the drop-down box and select CARRIER SEARCH, then press GO.
4. Type in the USDOT or MC number for the motor carrier.
5. Click on HTML.
6. Scroll to the bottom of the page, see BLANKET COMPANY, and click on the link.
7. You will see a list of process agents by State, locate the process agent for your State.

The FMCSA cannot settle your dispute with your mover. You must resolve your own loss and damage and/or moving charge disputes with your mover.

You entered into a contractual agreement with your mover. Therefore, you are bound by each of the following terms and conditions:

1. The terms and conditions you accepted when you signed the bill of lading.
2. The terms and conditions you accepted when you signed for delivery of your shipment.
3. Any additional terms and conditions you agreed to with your mover.

If your mover refuses to deliver your shipment unless you pay an amount the mover is not entitled to charge, contact FMCSA immediately at (888) 368-7238.

#### IMPORTANT POINTS TO REMEMBER

1. Movers must give written estimates. The estimates may be either binding or non-binding. Non-binding estimates are "approximations" only, and the actual transportation charges you are eventually required to pay may be higher than the estimated price.

2. Do not sign blank documents. Verify the document is complete before you sign. In limited situations, it may be appropriate to sign an incomplete document if the only information that does not appear in your moving paperwork is the actual weight of your shipment (in the case of a non-binding estimate) and unforeseen charges that occur in transit or at destination.

3. Be sure you understand the mover's responsibility for loss or damage. For more information see FMCSA's brochure titled, "Understanding Valuation and Insurance Options" <https://www.fmcsa.dot.gov/protect-your-move/valuation-insurance>.

4. Understand the type of liability to which you agree. Ask yourself if 60 cents per pound is enough coverage for your household goods or whether you need to purchase additional valuation.

5. Notify your mover if you have high value items. High value items are valued at more than \$100 per pound.

6. You have the right to be present each time your shipment is weighed. You also have the right to request a reweigh at no charge.

7. Confirm with your mover the types of payment acceptable prior to the delivery of your shipment.

8. Consider requesting arbitration to settle disputed claims with your mover.

9. You should know if the company you are dealing with is a household goods motor carrier (mover) or household goods broker, and if they are registered with FMCSA. Go to [www.protectyourmove.gov](http://www.protectyourmove.gov) for this information.

10. Do not sign the delivery receipt if it contains any language releasing or discharging your mover or its agents from liability. Strike out such language before signing, or refuse delivery if the mover refuses to provide a proper delivery receipt.

[87 FR 24448, Apr. 26, 2022]

## PART 376—LEASE AND INTERCHANGE OF VEHICLES

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