

ORIGINAL

Decision No. 82349

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Investigation
into the rates, rules, regulations,
charges, allowances and practices
of all household goods carriers,
common carriers, highway carriers
and city carriers relating to the
transportation of used household
goods and related property.

Case No. 5330
Petition for Modification
No. 66
(Filed August 22, 1972,
amended September 18, 1972
and December 14, 1972)

(For appearances see Appendix A)

INTERIM OPINION

Minimum Rate Tariff 4-B (MRT 4-B) contains minimum rates, charges, and rules for the transportation of used household goods and personal effects. MRT 4-B (Item 80) provides that the agreed or declared value of the property transported is deemed to be 60 cents per pound per article, and that property declared by the shipper to have a value in excess of 60 cents per pound per article must be transported at rates double the applicable minimum rate

set forth in the tariff.^{1/} Protection against loss and damages in excess of carrier's liability may be secured, if desired, by obtaining insurance coverage. Shipping documentations are required to show the valuation declared by the shipper, and whether or not the carrier arranges for insurance. If insurance is ordered through the carrier to protect the shipment, the shipping document must describe the type and amount of insurance and charges therefor (Item 150, Note 4).

Petition 66, as amended, filed by forty eight household goods carriers, seeks the amendment of Item 80 of MRT 4-B to establish paragraph (d) therein to read as follows:

1/ Item 80 of MRT 4-B reads as follows:

"VALUATION

- "(a) Carriers shall secure and shippers are required to state specifically in writing the agreed or declared value of the property to be transported. The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and to each article separately and not to a shipment as a whole. Except on shipments transported under hourly rates, shippers may declare on specific articles when the separate weights thereof are furnished or obtained, a valuation in excess of the value declared on the shipment as a whole, and each such article must be described and its excess declared value set forth.
- "(b) Declaration of the value shall be set forth in the following form: "The agreed or declared value of the property to be transported is hereby specifically stated by the shipper to be not in excess of ---¢ pound, per article."
- "(c) Property of agreed or declared value in excess of sixty cents per pound shall be subject to rates computed on the basis provided in Note 1.

"NOTE 1.—When declared value exceeds sixty cents per pound, add 100% to rates provided in this tariff."

- (d) Optional Carrier Obligation - Shipper may agree to and declare a lump sum value for an entire shipment, which responsibility shall be assumed by the carrier, and the charge therefor shall be the rates provided in this tariff, plus the following minimum applicable valuation charge for each \$100, or fraction thereof, of the agreed or declared value for the entire shipment.

<u>Length of Movement</u>	<u>Rate Per \$100</u>
0 - 50 miles	\$ 0.20
51 - 150 miles	0.25
over 150 miles	0.35

Additional regulations to be incorporated in MRT 4-B to govern the assumption of responsibility by household goods carrier under optional carrier obligation liability (hereinafter sometimes referred to as OCO) are also proposed in the petition, as amended.

Public hearing on Petition 66 was held before Examiner Mallory at San Francisco on December 20 and 21, 1972, and January 9 and 10, and February 27, 1973. On July 17, 1973, the Commission issued Order Setting Hearing 71 in Case No. 5330 and consolidated

Petition 66 with OSH 71 for hearing.^{2/} Further hearings were held on July 25 and 26, October 10, 11, and 12, and December 4 and 5, 1973, and the matters were submitted subject to filing of briefs due 90 days after filing of transcript.

On August 8, 1973, petitioners in Petition 66 filed a motion for an interim order in that proceeding. The motion states that the staff proposal, OSH 71, adopts substantially all of the optional carrier obligation assumption of liability proposed in Petition 66, but the staff proposal goes much further in that it recommends that the carrier assumption of liability be mandatory, not optional as proposed in Petition 66; that carriers would be precluded from selling or offering for sale to shippers any type of insurance; that a 60 cents per pound per article minimum responsibility would be established; and that a lump sum release value would be required when a shipper does not accept the 60 cents per pound per article limitation. The motion further states that the staff's

2/ OSH 71 reads, in part, as follows:

"The Commission's Transportation Division has prepared a proposed exhibit recommending amendment of Minimum Rate Tariff 4-B and the establishment of a General Order concerning cargo insurance and liability for loss and damage of property in the possession of carriers of used household goods. A copy of the staff proposal is being distributed to interested parties. A public hearing should be held in this proceeding for the receipt of evidence relative to this proposal. Such hearings should be held at the same time as hearings scheduled for July 25 and 26, 1973, in connection with Case 5330, Petition 66 which was filed with the Commission by Campbell Moving Company, Inc., et al., requesting amendment of the valuation provisions in Item 80 of Minimum Rate Tariff 4-B.

"IT IS ORDERED that a public hearing in this proceeding be held on a consolidated record along with the adjourned hearing in Case 5330, Petition 66, before Examiner Mallory on July 25 and 26, 1973 at 10 a.m. in the Commission Courtroom, State Building, 350 McAllister Street, San Francisco, California at which time and place all interested parties may appear and be heard, it having been found as a fact that public necessity requires a hearing on less than ten days' notice."

proposal embraces many profound and fundamental issues not directly related to Petition 66, and a prolonged investigation will be necessary. Petitioners state that OCO is universally favored and desired, and it would be in the best interest of the shipping public to place such provisions in MRT 4-B.

We have considered petitioners' motion and believe that it would be in the public interest to issue an interim order with respect to petitioners' proposals in amended Petition 66.

Evidence in support of the establishment of OCO provisions was offered by three witnesses representing cargo insurance companies, one witness representing the household goods carriers which are petitioners herein, three witnesses representing industrial shippers of household goods, and two witnesses from the Commission's Transportation Division staff, and a witness from the Department of Insurance of the State of California, Business and Transportation Agency.

The evidence adduced in Petition 66 shows the following chronology:

Household goods carriers engaged in interstate commerce are required to assume responsibility for assumption of liability for loss or damage to the goods transported by them.^{3/} Following the establishment of the ICC rules, certain household goods carriers operating within California began to offer OCO to their intrastate

3/ Regulations are promulgated by the Interstate Commerce Commission in orders issued in Ex Parte No. MC-19-Practices of Motor Carriers of Household Goods. The most recent regulation is published in the Federal Code of Federal Regulations, 1056.1 to 1056.18, inclusive, and the report of the ICC is published at 111 M.C.C. 525. In a Notice of Proposed Rule Making served May 11, 1973, issued in Ex Parte MC-19, Sub. 20, the I.C.C. reopened its investigation with respect to limitation liability.

shippers. On May 26, 1972, the Secretary of the Commission directed a letter to all household goods carriers, as follows:

"The Commission's staff has been advised that some household goods carriers are offering to shippers an "Optional Carrier Obligation," which is designed to protect shippers against damage resulting from the movement of used household goods. This protection is offered to the shipper, not in the form of insurance, but in the form of an additional obligation on the part of the carrier. The staff has also been informed that information has been circulated that the Commission has acquiesced to the implementation of this protection.

"This is to advise you that the Commission has not acquiesced to the use of the optional carrier obligation and further, that it is the informal opinion of the Commission's Transportation Division staff that the assumption of an additional obligation on the part of a carrier would require implementation of the provisions of Item 80 of Minimum Rate Tariff 4-B. This item requires that 100% be added to the rates provided in the tariff when the declared value exceeds 60 cents per pound."

Thereafter, Petition 66 was filed by carriers which desired to provide OCO to their shippers. The initial proposals of petitioners were opposed by California Moving Storage Association (CMSA). Following revisions of such proposals in the Second Amendment to Petition 66, filed December 14, 1972, CMSA withdrew its opposition and supported the relief sought. Shipper witnesses testified that they favor the establishment of OCO provisions in MRT 4-B.

The Commission staff urges that the staff proposal in OSH 71 introduced in Exhibit 77-1 be adopted as the permanent provisions to govern assumption of liability for loss or damage by household goods carriers. The staff has no objection to the issuance of an interim order provided certain limitations of liability are eliminated. The limitations opposed by the staff are currently included in all insurance policies covering loss and damage of household goods, and the elimination of limitations in question are strongly opposed by petitioners and their insurance carriers. The interim order herein is designed to establish provisions in MRT 4-B which related as closely as possible to the current practices of household goods carriers. Additional evidence on the limitations in question were introduced in the further hearings in these proceedings. Therefore, the limitations in question will not be eliminated in the interim order herein but will be considered in the final order.

The evidence introduced by petitioners shows the following: Under existing provisions of MRT 4-B, protection for loss and damage of shipments of household goods in excess of 60 cents per pound per article is provided by insurance arranged by carrier and paid for by the shipper. To the knowledge of petitioners' witnesses, the provisions of Note 1 of Item 80 (see Footnote 1) are never invoked by the shipper, for the reason that insurance coverage is less expensive than a declaration of value in excess of sixty cents per pound.

The cost to the shipper of insurance coverage varies depending upon the limitation of value placed on the shipment, the length of haul, and the amount of business generated by carrier on behalf of the underwriter providing the coverage. Various levels of charges for trip transit insurance appear in the record. Claims are filed by the owner of the goods with carrier. The carrier often acts as agent for the insurance company in the adjustment of claims. If agreement cannot be reached, the claim is turned over to the insurance company for adjustment. If the claim is settled by the carrier, the carrier makes a report to his insurance broker who, in turn, files the claim with the insurance underwriter.

Under the OCO proposal, the existing provisions of MRT 4-B would remain intact; the OCO provisions would provide an alternative means of providing additional protection against loss or damage to household goods shipments. Carriers not electing to provide OCO would not be required to do so. In the event the carrier decides to provide OCO, the carrier will be required to file with the Commission evidence of backup cargo insurance in the amount of not less than \$25,000. In order to administer the OCO insurance filings, carriers will be required to file a good-until-cancelled cargo insurance in place of and instead of term insurance coverage. In the event a carrier desires to assume responsibility under the proposed OCO coverage in excess of the limits of its cargo insurance, it must receive a written acceptance from its insurance underwriter for the additional coverage in excess of \$25,000.

The proposed OCO coverage would be subject to limitations of liability similar to that now provided under existing insurance coverage. No coverage would be provided, for example, on documents, currency, or other items of extraordinary value; nor for loss or damage resulting from the act or omission of the shipper, hostile action or war, defect or inherent vice of the articles transported, strikes or lockouts, or breakage on fragile articles not packed by the carrier.

Inasmuch as the carrier proponents of OCO and their insurance agents have had no prolonged experience with OCO, they were unable to develop actual cost data experienced by carriers in the performance of that service. Petitioners developed the proposed charges for OCO from the charges currently assessed by insurance companies to carriers for transit insurance coverage.

Petitioners assert that the establishment of OCO provisions in MRT 4-B will accrue the following benefits to shippers of household goods:

- (a) The carrier providing the service will be directly responsible for losses incurred in transit. Also, the cargo insurance company will be secondarily liable for such losses.
- (b) The carrier will be able to immediately settle those claims for in transit losses which now must be referred to, investigated, and adjusted by an insurance company.
- (c) Co-responsibility or co-insurance, under which a shipper assumes part of the liability for a loss, will be eliminated.
- (d) The direct responsibility for losses will cause the carrier to be more concerned about the safe transportation of shipments which will reduce the incidence of such losses.
- (e) Shippers will be afforded the same type of assumption of liability for intrastate movements as exists for interstate shipments.

- (f) OCO will eliminate the need for a separate contract, in addition to the shipping order-bill of lading, to cover assumption of liability.
- (g) OCO will reduce the proportion of the cost of purchasing in-transit protection which now is expended for the handling and processing of insurance contracts and reports.
- (h) OCO will afford shippers assumption of liability service for intrastate movements at charges which will be substantially lower than those presently provided for such service in Note 1 of Item 80 of MRT 4-B.

The witness appearing for the Department of Insurance testified that the amended OCO provisions are not in violation of statutes or rules administered by that agency.

Findings

1. Item 80 of MRT 4-B provides that: (a) base minimum rates in the tariff are subject to a limitation of liability for loss or damage to shipments of household goods in the amount of 60 cents per pound per article, and (b) in the event the shipper declares a greater value for the shipment than 60 cents per pound, the minimum rate shall be increased 100 percent.

2. In actual practice shippers declare the value of their household goods at 60 cents per pound per article in order to achieve the lowest rate, and obtain transit insurance through the household goods carrier to provide coverage for loss or damage in desired amount in excess of 60 cents per pound.

3. When loss or damage occurs on shipments for which transit insurance has been purchased from the carrier, the usual practice is for the carrier to endeavor to settle the claim. In the event the carrier settles the claim, the settlement is reported to the carrier's insurance agent and, in turn, to the insurance underwriter, who pays the claim directly or reimburses the carrier for payment of the claim.

4. The charges to the shipper for transit insurance coverage are established by the carrier's insurance underwriter or agent and reflect, among other things, the carrier's experience in the safe transit of goods, the carrier's size and financial condition, the

gross amount of insurance coverage generated by the carrier, and the distance the shipment is transported. Transit insurance charges are not uniform between the various insurance companies that furnish such coverage.

5. Petitioners herein seek the establishment in MRT 4-B of uniform charges and appropriate rules under which household goods carriers, at their option, may offer to the public assumption of responsibility by the carrier for payment for loss or damage to household goods shipments. Such provisions would be in addition to all existing tariff provisions and would provide an alternative means of providing protection against monetary loss whenever the shipment is lost or damaged.

6. In the event the carrier intends to provide optional carrier obligation for assumption of risk for loss or damage, it should be required to file with the Commission evidence of a good-until-cancelled cargo insurance policy in the amount of \$25,000. Such policy would be in lieu of the mandatory cargo insurance coverage in the amount of \$5,000 required by the provisions of Section 5161 of the Public Utilities Code. The added insurance coverage would be required to ensure adequate backup insurance coverage in an amount in excess of the actual value of the goods transported. The record shows that the average value of a van load of household goods is substantially in excess of the mandatory cargo coverage of \$5,000 required by statute.

7. The exclusions from coverage set forth in proposed Item 91 of MRT 4-B are the same as those customarily set forth in policies of insurance now issued by household goods carriers, and most of said exclusions are also set forth on the bill of lading (shipping order) in general use by household goods carriers.

8. OCO will make available to a household goods shipper an alternate form of protecting his shipment against loss or damage, and will provide advantages to shippers as more specifically set forth in the preceding opinion.

9. The OCO provisions sought to be established are not contrary to California statutes governing the issuance and sale of insurance, nor in violation of any rule or order of the California State Department of Insurance.

10. The establishment of the proposed OCO provisions in MRT 4-B and the requirement for backup cargo insurance coverage will result in just, reasonable, and nondiscriminatory provisions to apply in connection with the transportation of used household goods and personal effects under the minimum rates set forth in MRT 4-B, and such provisions are necessary to provide adequate service to the public by household goods carriers.

Conclusions

The Commission concludes that:

1. OCO provisions, including the requirement for backup cargo insurance in the amount of not less than \$25,000, should immediately be established in MRT 4-B, as provided in the following order.

2. The establishment of OCO provisions in MRT 4-B is without prejudice to any different findings, conclusions, and tariff provisions that may result from OSH 71 in Case No. 5330, in which additional proposals concerning liability for loss or damage of household goods are under consideration.

INTERIM ORDER

IT IS ORDERED that:

1. Minimum Rate Tariff 4-B (Appendix C to Decision No. 65521, as amended) is further amended by incorporating therein, to become effective February 15, 1974, the original and revised pages attached hereto and listed in Appendix B also attached hereto which pages and appendix are made a part hereof.

2. Common carriers subject to the Public Utilities Act, to the extent they are subject also to Decision No. 65521, as amended, and to the extent they elect to provide optional carrier obligation under the provisions of Items 80 and 91 of Minimum Rate Tariff 4-B, are hereby directed to establish in their tariffs the amendments necessary to conform with the further adjustments ordered herein.

3. Tariff publications required to be made by common carriers as a result of the order herein shall be filed not earlier than the effective date of this order and may be made effective not earlier than the tenth day after the effective date of this order on not less than ten days' notice to the Commission and to the public and shall be made effective not later than February 15, 1974.

4. Common carriers, in establishing and maintaining the amendments authorized hereinabove, are hereby authorized to depart from the provisions of Section 460 of the Public Utilities Code to the extent necessary to adjust long- and short-haul departures now maintained under outstanding authorizations; such outstanding authorizations are hereby modified only to the extent necessary to comply with this order; and schedules containing the amendments published under this authority shall make reference to the prior orders authorizing long- and short-haul departures and to this order.

5. In all other respects Decision No. 65521, as amended, shall remain in full force and effect.

6. Carriers subject to Minimum Rate Tariff 4-B electing to provide optional carrier obligation under the provisions of Items 80 and 91 of Minimum Rate Tariff 4-B shall file with the Commission evidence of a policy of good-until-cancelled cargo insurance in an amount not less than \$25,000, as provided in Appendix C, which shall remain in effect during all times that the carrier offers to provide optional carrier obligation to the public. The Standard Form of Endorsement set forth in Appendix D to this order shall be

C. 5330, Pet. 66 JR

filed with the Commission by all carriers electing to provide optional carrier obligation under the provisions of paragraph (d) of Item 80 of Minimum Rate Tariff 4-B.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 15th day of JANUARY, 1974.

William L. Sturgeon
President
William J. ...
...
...
...
Commissioners

APPENDIX A

LIST OF APPEARANCES

Petitioners: Handler, Baker & Greene, by Daniel W. Baker,
Attorney at Law.

Respondents: A. L. Chipman, for Chipman Moving & Storage Co.;
Thomas F. Smith, for San Diego Van & Storage Co.; Richard Dotts,
for Bekins Moving & Storage Co.; James A. Nevil, for Nevil
Storage Co.; Quig M. Driver, for Stringer & Driver Moving &
Storage; Russell L. Reiserer, for Rieder's Moving & Storage, Inc.;
Ralph E. Rose, for City Transfer & Storage Co.; and
Victor M. Bostwick, for Sycamore Moving & Storage.

Interested Parties: J. C. Kaspar, Arlo D. Poe, Attorney at Law, and
Herbert W. Hughes, for California Trucking Association; Knapp,
Gill, Hibbert & Stevens, by Warren N. Grossman, Attorney at Law,
and Charles A. Woelfel, for California Moving & Storage
Association; Mrs. Sylvia M. Siegel, for herself, and Alameda,
San Francisco, Diablo Valley Consumer Action Groups;
Philip E. Decker, for Public Interest Law Center;
Duncan Hardesty, Jr., and Eric G. Heimann, for McCord & Holdren,
Inc.; Robert A. Kornel, for Pacific Gas and Electric Company;
Richard J. Bonheimer, for American Movers Insurance Services, Inc.;
L. E. August, for The Industrial Office (Insurance Agency);
E. R. Chapman, for Foremost Foods Co.; Tad Muraoka, for IBM
Corporation and California Manufacturers Association; and
Kenneth C. Tyler, Attorney at Law, for Truck Insurance Exchange
of Farmers Insurance Group.

Commission Staff: Robert E. Walker and John F. Specht.

APPENDIX B

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FIRST REVISED PAGE 32-A

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FOURTH REVISED PAGE 37

FIRST REVISED PAGE 41

(END OF APPENDIX B LIST)

ARRANGEMENT OF TARIFF

This is a loose-leaf tariff arranged as follows:

- Section 1 - Rules
- Section 2 - Regional and Territorial Descriptions
- Section 3 - Rates
- Section 4 - Forms of Documents

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* Addition, Decision No.

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EFFECTIVE

Correction

ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA,
SAN FRANCISCO, CALIFORNIA.

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Correction	ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.

SECTION 1--RULES (Continued)	ITEM
<p style="text-align: center;">OPTIONAL CARRIER OBLIGATION COVERAGE</p> <p>Carrier's assumption of risk under Optional Carrier Obligation coverage shall be for all physical loss or damage from external cause while being transported, including incidental pickup and delivery, or held as storage-in-transit, except as hereinafter provided:</p> <ol style="list-style-type: none"> 1. No coverage shall be provided for the condition or flavor of perishable articles. 2. No coverage shall be provided on documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading. 3. No coverage shall be provided for loss or damage caused by or resulting from: <ol style="list-style-type: none"> A. An act, omission or order of shipper; B. Insects, moths, vermin or ordinary wear and tear; C. Defects or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein; D. (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack (a) by any government or sovereign power, or by any authority maintaining or using military naval or air forces; or (b) by military, naval or air forces; or (c) an agent of any such government power, authority or forces; (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; E. Strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; or F. Breakage of china, glassware, bric-a-brac, or similar articles of a brittle or fragile nature unless packed by the carrier's employees or unless such breakage results from negligence of the carrier. 4. No coverage shall be provided for the mechanical or electrical derangement of pianos, radios, phonographs, clocks, refrigerators, televisions, automatic washers or other instruments or appliances, unless evidenced by external damage to such equipment. 	*77
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Correction

SECTION 1--RULES (Continued)	ITEM								
<p style="text-align: center;">VALUATION</p> <p>§(a) Carriers shall secure and shippers are required to state specifically in writing the agreed or declared value of the property to be transported. The agreed or declared value shall be deemed to relate to all services undertaken by the carrier or its agents and to each article separately and not to a shipment as a whole, except as hereinafter provided. Except on shipments transported under hourly rates, shippers may declare on specific articles when the separate weights thereof are furnished or obtained, a valuation in excess of the value declared on the shipment as a whole, and each such article must be described and its excess declared value set forth.</p> <p>(b) Declaration of value shall be set forth in the following form: "The agreed or declared value of the property to be transported is hereby specifically stated by the shipper to be not in excess of ---¢ per pound, per article."</p> <p>(c) Property of agreed or declared value in excess of sixty cents per pound shall be subject to rates computed on the basis provided in Note 1.</p> <p>*(d) Optional Carrier Obligation - Shipper may agree to and declare a lump sum value for an entire shipment, which responsibility shall be assumed by the carrier, and the charge therefor shall be the rates provided in this tariff, plus the following minimum applicable valuation charge for each \$100, or fraction thereof, of the agreed or declared value for the entire shipment (See Item 91):</p> <table data-bbox="389 917 1101 1039"> <thead> <tr> <th>Length of Movement</th><th>Rate Per \$100</th></tr> </thead> <tbody> <tr> <td>0 - 50 miles</td><td>\$ 0.20</td></tr> <tr> <td>51 - 150 miles</td><td>0.25</td></tr> <tr> <td>Over 150 miles</td><td>0.35</td></tr> </tbody> </table> <p>NOTE 1.--When declared value exceeds 60 cents per pound per article, add 100% to rates provided in this tariff. *This charge shall not apply if shippers obtain insurance or optional carrier obligation coverage for their shipments.</p>	Length of Movement	Rate Per \$100	0 - 50 miles	\$ 0.20	51 - 150 miles	0.25	Over 150 miles	0.35	<p style="text-align: center;">80</p>
Length of Movement	Rate Per \$100								
0 - 50 miles	\$ 0.20								
51 - 150 miles	0.25								
Over 150 miles	0.35								
<p style="text-align: center;">DISPOSITION OF FRACTIONS</p> <p>In computing a rate based on a percentage of another rate, the following rule shall be observed in the disposition of fractions:</p> <p>Fractions of less than $\frac{1}{4}$ or .50 of a cent, omit. Fractions of $\frac{1}{4}$ or .50 of a cent or greater, increase to next whole figure.</p>	<p style="text-align: center;">85</p>								
<p style="text-align: center;">DIVERTED SHIPMENTS</p> <p>Charges upon a shipment transported under rates provided in Items 300 or 320 which has been diverted shall be computed at the applicable rate in effect on date of shipment from point of origin via each point where diversion occurs to final destination, plus an additional charge of \$7.55 for each diversion.</p>	<p style="text-align: center;">90</p>								
<p>§ Change) * Addition) Decision No. 82349</p>									
EFFECTIVE									
<p style="text-align: center;">Correction</p> <p style="text-align: center;">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>									

SECTION 1--RULES (Continued)	ITEM
<p style="text-align: center;">REGULATIONS GOVERNING ASSUMPTION OF RESPONSIBILITY BY HOUSEHOLD GOODS CARRIERS UNDER OPTIONAL CARRIER OBLIGATION LIABILITY PROVIDED IN ITEM 80</p> <p>1. No household goods carrier shall contract or agree to provide and assume responsibility for released value of a shipment under the Optional Carrier Obligation liability provided in this tariff, unless and until it has on file with the Commission a good and sufficient cargo insurance policy, with a liability limit of not less than \$25,000 per shipment, and in such form as the Commission may deem proper, to compensate a shipper or consignee for any loss of or damage to property coming into the possession of the motor carrier in connection with the transportation service performed under that tariff for which the carrier may be held legally liable.</p> <p>2. In the event a carrier elects to assume responsibility for a shipment in an amount which exceeds the limits of its cargo insurance policy filed with the Commission, prior to the commencement of its service the carrier must have in its possession written acknowledgement from its insurance carrier that sufficient additional cargo insurance has been obtained to cover the responsibility to be assumed.</p> <p>3. The cargo insurance policy shall provide:</p> <p>a. Automatic reinstatement of coverage following each loss, so that there is no diminution of the coverage during the effective period of the policy.</p> <p>b. Assurance of compliance by the carrier with reference to making compensation to shippers or consignees of all property belonging to shippers or consignees coming into possession of such carrier in connection with transportation service, and with the pertinent rules and regulations of the Public Utilities Commission.</p> <p>The insurance company shall pay, within the limits of the policy hereinafter provided, any shipper or consignee for all loss of or damage to all property belonging to such shipper or consignee, and coming into possession of the carrier in connection with its transportation service, for which loss or damage the carrier may become legally liable, regardless of whether the carrier's facilities used in connection with the transportation of property hereby insured are specifically described in the policy or not. The liability of the insurance company extends to such losses or damages, whether occurring on the route or in the territory authorized to be served by the carrier or elsewhere.</p> <p>Within the limits of liability hereinafter provided, it is further understood that no condition, provision, stipulation, or limitation contained in the policy, or any other endorsement thereon or violation thereof, shall affect in any way the right of any shipper or consignee, or relieve the insurance company from liability for any claim for which the carrier may be held legally liable to compensate shippers or consignees, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the carrier. The carrier agrees to reimburse the insurance company for any payment made by the insurance company on account of any loss or damage involving a breach of the terms of the policy and for any payment that the insurance company would not have been obligated to make under the provisions of the policy.</p> <p style="text-align: center;">(Continued)</p>	
Decision No. 82349	
EFFECTIVE	
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.	
Correction	

SECTION 1--RULES (Continued)	ITEM
<p>REGULATIONS GOVERNING ASSUMPTION OF RESPONSIBILITY BY HOUSEHOLD GOODS CARRIERS UNDER OPTIONAL CARRIER OBLIGATION LIABILITY PROVIDED IN ITEM 80 (Continued)</p> <p>c. That the policy shall not be cancelable on less than thirty (30) days' written notice to the Public Utilities Commission, such notice to commence to run from the date notice is actually received at the office of the Commission.</p> <p>d. That the cargo insurance coverage for any shipment which is picked up prior to cancellation or termination of the policy shall continue to be applicable until the service provided in this tariff for any such shipment has been completed.</p> <p>e. That the carrier shall notify the insurance company within a reasonable time, which shall not exceed thirty (30) days, of receipt of notice of each claim which may result in a liability in excess of any deductible provided in the policy; provided, however, failure to timely file said notice shall not relieve the insurance company of its liability under subparagraph 3b above.</p> <p>f. That the insurance company shall have the right to adjust and settle any claim for loss or damage to a shipment which shall, or will likely, result in a liability in excess of the agreed deductible.</p> <p>g. That the cargo liability shall be in a limited "all-risk" form and shall insure the carrier's liability for all physical losses or damages from external cause while being transported or held as storage-in-transit under this tariff, except the policy may contain the exclusions set forth in Paragraph 4 hereafter.</p> <p>4. The assumption of responsibility by a carrier under Optional Carrier Obligation liability may provide for the following exclusions:</p> <p>a. No coverage shall be provided for the condition or flavor of perishable articles.</p> <p>b. No coverage shall be provided on documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value which are not specifically listed on the bill of lading.</p> <p>c. No coverage shall be provided for loss or damage caused by or resulting from:</p> <p>(1) An act, omission or order of shipper;</p> <p>(2) Insects, moths, vermin and ordinary wear and tear;</p> <p>(3) Defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;</p> <p>(Continued)</p>	<p>*91 (Continued)</p>
<p>* Addition, Decision No. 82349</p>	
EFFECTIVE	
Correction	ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.

SECTION 1--RULES (Continued)	ITEM
<p>REGULATIONS GOVERNING ASSUMPTION OF RESPONSIBILITY BY HOUSEHOLD GOODS CARRIERS UNDER OPTIONAL CARRIER OBLIGATION LIABILITY PROVIDED IN ITEM 80 (Concluded)</p> <p>(4) (a) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual impending or expected attack (1) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) an agent of any such government power, authority or forces; (b) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.</p> <p>(5) Strike, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; or</p> <p>(6) From breakage of china, glassware, bric-a-brac, or similar articles of a brittle or fragile nature unless packed by the carrier's employees or unless such breakage results from negligence of the carrier.</p> <p>d. No coverage shall be provided for the mechanical or electrical derangement of pianos, radios, phonographs, clocks, refrigerators, televisions, automatic washers or other instruments or appliances, unless evidenced by external damage to such equipment.</p>	<p>"91 (Con- cluded)</p>
<p>* Addition, Decision No.</p> <p style="text-align: center;">82349</p>	
EFFECTIVE	
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.	

Correction

SECTION 1--RULES (Continued)	ITEM
<p style="text-align: center;">SHIPPING ORDER AND FREIGHT BILL (See Note 1)</p> <p>1. A shipping document shall be issued by the carrier to the shipper for each shipment received for transportation. The shipping document shall show the following information:</p> <ul style="list-style-type: none"> (a) Name and address of carrier. (b) All names, both real and fictitious, used by carrier in conducting its operations. (c) Identification of the name under which the particular transportation is performed where more than one name is listed. (d) The address of its principal place of business, designated as such, and of such local offices as may be desired where business with the public is conducted. (e) Date issued. (f) Name of each shipper and consignee. (g) Points of origin and destination. (h) Description of the shipment, and the agreed or declared valuation thereof. (i) Unit of measurement upon which charges are based, viz.: <ul style="list-style-type: none"> (1) Actual and minimum number of hours involved; or (2) Actual number of pieces; or (3) Actual and minimum weight. (j) Deductions in time, if any, and reasons therefor. (k) Number of helpers. (l) Rates and charges assessed. (m) Description of accessorial services performed, if any, and each separate charge therefor. (n) Insurance or optional carrier obligation, type and amount thereof, if any, and charge therefor. (o) Signature of carrier, or his agent. (p) Such other information as may be necessary to an accurate determination of the applicable minimum rate and charge. (q) Name, address, and telephone number of a person to whom notification provided for in Item 162 shall be given, except when this cannot be obtained from the shipper. (r) Preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination. (s) Total amount by which total charges exceed the probable cost of service: <ul style="list-style-type: none"> (1) Over and above 10 percent or \$25.00, whichever is greater, on shipments involving rates provided in Items 300 and 320 or, (2) Over and above 25 percent or \$25.00, whichever is greater, on shipments involving rates provided in Item 330. (t) Waiver of extension of credit. (u) Signature of shipper or shipper's representative and date. <p>2. The form of shipping document in Item 400 will be suitable and proper. Such form may be combined with the confirmation of shipping instructions and rate quotation document form provided such combined form and the issuance thereof are in compliance with the provisions of this item and Items 145 and 150 and properly identified as to what it purports to be.</p> <p>3. A copy of each shipping document, freight bill, accessorial service document, weighmaster's certificate, written instructions, written agreement, written request or any other written document which supports the rates and charges assessed and which the carrier is required to issue, receive or obtain by this tariff for any transportation or accessorial service shall be retained and preserved by the carrier, at a location within the State of California, subject to the Commission's inspection, for a period of not less than three years from the date of issue.</p>	<p style="text-align: center;">§130</p>
<p>§ Change * Addition</p>	<p>Decision No. 82349</p>
EFFECTIVE	
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.	
Correction	

SECTION 1--RULES (Continued)	ITEM
<p style="text-align: center;">CONFIRMATION OF SHIPPING INSTRUCTIONS AND RATE QUOTATION (Items 145 and 150)</p> <p>1. A confirmation of shipping instructions and rate quotation document shall be prepared in duplicate by the carrier for each shipment tendered for transportation. Such document shall be signed by the carrier and shipper prior to the commencement of performance of any service specified therein, and the signed original or duplicate thereof delivered to the shipper prior to or at the time such service is begun. Such documents shall contain the following information:</p> <ul style="list-style-type: none"> (a) Date. (b) Date and time of pickup requested or other arrangement. (c) Name and address of carrier or carriers. (d) Names of shippers and consignees. (e) Name, address or telephone number of party to be notified. (See NOTE 1.) (f) Description of notification and delivery arrangements. (See NOTE 2--Item 150) (g) Points of origin and destination. (h) Description of shipment. (i) Description of transportation and accessorial services to be performed. (j) Rates and charges (including minimum weights, minimum hours, other units of measurement, or minimum charges, when they are to be applied) quoted for the services described in the documents. (See NOTE 3--Item 150) (k) Valuation of shipment. (See NOTE 4--Item 150) ø (l) Insurance or optional carrier obligation. (See NOTE 5--Item 150) (m) Signatures of carrier and shipper. (n) Name, address, and telephone number of a person to whom notification provided for in Item 162 shall be given, except when this cannot be obtained from the shipper. (o) Preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination. <p>2. The form of confirmation of shipping instructions and rate quotation document in Item 420 will be suitable and proper. Such form may be combined with the shipping document form into a single document, provided such combined form and the issuance thereof are in compliance with the provisions of this item and Item 130 and property identified as to what it purports to be.</p> <p>3. The original or duplicate of each document issued in compliance with the provisions of this item shall be retained and preserved by the issuing carrier, subject to the Commission's inspection, for a period of not less than three years from the date thereof.</p> <p>NOTE 1--Carrier shall request of the shipper, notification party, address, or telephone number. When shipper cannot furnish such information or declines to do so, that fact must be shown on the document.</p> <p style="text-align: center;">(Concluded in Item 150)</p>	ø145
<p>ø Change) * Addition) Decision No. 82349</p>	
EFFECTIVE	
Correction	ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.

SECTION 1--RULES AND REGULATIONS (Continued)	ITEM
<p style="text-align: center;">CONFIRMATION OF SHIPPING INSTRUCTIONS AND RATE QUOTATION (Concluded) (Items 145 and 150--Concluded)</p> <p>NOTE 2--The document shall also direct attention to the fact that additional charges for storage, extra handling, and transportation will accrue should the goods not be received by the consignee in accordance with the described arrangements. (See Item 160)</p> <p>NOTE 3--The following statement, or one of similar import, shall be placed upon the document:</p> <p style="text-align: center;">IMPORTANT NOTICE</p> <p>(a) The rates quoted herein (including minimum hours, minimum weight, minimum charge, or other minimum provisions), supersede any previous quotation, estimate or representation;</p> <p>(b) The quoted rates are believed to be not lower than minimum rates prescribed by the California Public Utilities Commission as published in its Minimum Rate Tariff 4-B and are to be applied to the number of hours involved in providing service, to the actual weight, or to the actual number of other units of measurement, subject to the designated minimum provisions, unless in conflict with the minimum rates, rules and regulations of that tariff.</p> <p>(c) The Commission's tariff must be applied as the minimum basis.</p> <p>(d) Copies of the tariff are open for public inspection at the Commission's offices in San Francisco and Los Angeles and at the carrier's office or offices at _____ (designate location).</p> <p>NOTE 4--Valuation shall be shown in the following manner:</p> <p>The rates quoted herein, including minimum hours, minimum weight, minimum charge, or other provisions, are based upon an agreed or declared value being specifically stated by the shipper which is not in excess of _____ cents per pound, per article, and carrier's liability is limited accordingly. Protection against loss and damage exceeding carrier's liability may be secured, if desired, by obtaining insurance coverage *or optional carrier obligation coverage.</p> <p>NOTE 5--If the carrier does not arrange for insurance or optional carrier obligation, state that fact; if it does, and insurance or optional carrier obligation is ordered through the carrier, to protect the shipment, describe the type and amount of insurance or optional carrier obligation coverage and charges therefor, or state that no insurance nor optional carrier obligation has been ordered through the carrier. If optional carrier obligation is ordered, the document must contain exclusions thereto as prescribed in Item 91 of this tariff.</p>	<p style="text-align: center;">§150</p>
<p>§ Change) " Addition) Decision No.</p> <p style="text-align: center; font-size: 1.5em;">82349</p>	
EFFECTIVE	
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.	

Correction

SECTION 4--6 FORMS OF DOCUMENTS							ITEM
SHIPPING ORDER AND FREIGHT BILL FOR UNCRATED USED HOUSEHOLD GOODS AND RELATED ARTICLES (Items 400 and 410)							
Name of Carrier _____			Bill No. _____				
Address _____			Date Issued _____				
Shipper _____			Consignee _____				
Street Address _____			Street Address _____				
City _____			City _____				
Destination telephone number and notification address if different than delivery address _____							
Description of Property	AT RATES IN CENTS PER HOUR						
	Units of Equipment: <input type="checkbox"/> With Driver Only <input type="checkbox"/> With Driver and Helper						
	Service	Time Started	Time Completed	Deductions (1)	Time for Computing Charges	Rate	Charges
	Loading						
	Driving				(2)		
	Unloading						
	Total						
	Number of Additional Helpers						
	<input type="checkbox"/> Loading						
	<input type="checkbox"/> Driving				(2)		
	<input type="checkbox"/> Unloading						
	Total						
	AT RATES IN CENTS PER PIECE (5 Pieces or Less)						
	Number of Pieces	Rate for First Piece		Rate for Each Additional Piece		Charges	
Total							
AT RATES IN CENTS PER 100 POUNDS							
Weight	Miles	Tariff Rate Item		Rate	Charges		
OTHER SERVICES AND CHARGES (3)						Charges	
INSURANCE OR OPTIONAL CARRIER OBLIGATION, TYPE AND AMOUNT						Charges	
Rates for the above described property are based upon a valuation of _____ cents per pound, per article.					Total to Collect		
Shippers preferred arrival date or period _____							
Shipper _____		Received by consignee in good condition, except as noted: _____		Received by carrier in good condition, except as noted: _____			
By _____		By _____		By _____			
(1) Show time not chargeable, such as time for meals. Any deductions must be fully explained. (2) Show double the driving time, except when more than one shipment transported on a single unit of equipment, show not less than _____ minutes actual time. (3) Show each charge separately and what it represents. (Continued in Item 410)							
Change, Decision No. 82349							
EFFECTIVE							
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.							
Correction _____							

SECTION 4--FORMS OF DOCUMENTS (Continued)	ITEM
<p align="center">CONFIRMATION OF SHIPPING INSTRUCTIONS AND RATE QUOTATION Form for Use in Connection with Consignments of Uncrated Used Household Goods and Related Articles</p> <p>(Name of carrier which shall be the name in which the operating authority is held.) _____ (Serial number of document) _____</p> <p>(The shipper is requested to read this document carefully before signing it and to ask for an explanation of anything which is not clear or is inconsistent with any previous representation made by the carrier.) _____ (Place document is issued) _____</p> <p>_____ (Date issued) _____</p> <p>This will confirm instructions received from _____ (Name the person placing instructions) _____ to transport a consignment of _____ (Used household goods or other suitable description) _____ from _____ (Describe the location from which the goods are to be shipped) _____ to _____ (Describe the location at which the goods are to be delivered) _____ _____, to receive the consignment for transportation on _____ and to perform the accessorial services of _____ (Specify the date and time or other arrangement) _____</p> <p>_____ (Specify any services such as packing, crating, unpacking or uncrating or indicate that none are involved) _____ in connection with the receipt, transportation or delivery of the consignment, to notify _____ (Name the party to be notified) _____ at _____ (Location where notification is to be made) _____ by _____ (Describe the type of notification, when and how it is to be made and when and how delivery is to be accomplished thereafter, or show that the shipper was requested to supply a notification address but declined to do so, and such arrangements as have been made respecting delivery) _____</p> <p>The rate(s) for the above described services is (are) _____</p> <p>_____ (Name the rate or rates, including minimum weights, minimum charges, and any other minimum provisions involved, for transportation and accessorial services ordered, designating the particular services for which different rates or minimum provisions are quoted and conditions and circumstances which may result in extra charges as specified in the tariff, such as the ordering of additional service or failure to accept delivery pursuant to the delivery arrangements above described.) _____</p> <p align="center">(Concluded on following page)</p>	<p align="center">420</p>
<p>(1) This page suspended by Supplement 21</p>	
<p>Decision No. 82349</p>	<p align="center">EFFECTIVE</p>
<p>Correction</p>	<p align="center">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>

SECTION 4--FORMS OF DOCUMENTS (Continued)	ITEM
<p align="center">CONFIRMATION OF SHIPPING INSTRUCTIONS AND RATE QUOTATION Form for Use in Connection with Consignments of Uncrated Used Household Goods and Related Articles</p> <p>Important Notices The rates quoted herein are believed to be not lower than the minimum rates prescribed by the California Public Utilities Commission and promulgated in Minimum Rate Tariff No. 4-B and are to be applied unless in conflict with the rates or other minimum provisions of that tariff. Copies of the tariff are open for public inspection at the Commission's offices in the State Buildings at San Francisco and Los Angeles and at _____</p> <p>_____ (The carrier's office or offices--designate their location)</p> <p>The rates quoted herein, including minimum weight, minimum charge or other minimum provisions, are based upon an agreed or declared value being stated by the shipper which is not in excess of _____ cents per pound, per article, and carrier liability is limited accordingly. Protection against loss or damage exceeding carrier liability may be secured, if desired, by obtaining insurance coverage or optional carrier obligation coverage _____</p> <p>_____ (If the carrier does not handle insurance or optional carrier obligation state that fact;</p> <p>_____ if it does, describe the type and amount of insurance or optional carrier obligation order-</p> <p>_____ ed through the carrier to cover the consignment or state that no insurance or optional car-</p> <p>_____ rier obligation has been ordered through the carrier.)</p> <p>_____ (Shipper's Name)</p> <p>_____ (Name of Carrier)</p> <p>_____ (Signature of Shipper or Agent of Shipper)</p> <p>By _____ (Show name in full)</p> <p>_____ (Address of Shipper or Agent of Shipper)</p> <p>_____ (Date)</p>	<p align="center">8420 (Con- cluded)</p>
<p>of Change, Decision No.</p> <p align="center">82349</p>	
<p align="center">EFFECTIVE</p>	
<p align="center">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p> <p>Correction</p>	

SECTION 4--FORMS OF DOCUMENTS (Continued)

ITEM

IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS

The Public Utilities Commission requires that this notice shall be delivered to all shippers of household goods in intrastate commerce.

This statement is of importance to you as a shipper of household goods and is being furnished by the carrier pursuant to a requirement of the Public Utilities Commission. It relates to the transportation of household goods, in intrastate commerce by motor carriers frequently called "Movers" but here called carriers. Some carriers perform the transportation themselves. Others act as agents for the carriers which do the actual hauling. In some instances, the transportation is arranged by brokers. You should be sure to obtain the complete and correct name, home address, and telephone number of the carrier which is to transport your shipment, and keep that carrier informed as to how and where you may be reached at all times until the shipment is delivered.

Before completing arrangements for the shipment of your household goods, all of the information herein should be considered carefully by you.

LOSS OR DAMAGE--In the event of loss or damage to the shipment, be sure you describe such loss and damage by making notations on the carrier's shipping order or freight bill document. If the driver should refuse to permit you to make such notations, you should report the circumstances and the condition of the articles in writing to the home office of the carrier. The notations made at the time of delivery do not constitute filing a claim in writing. The notations are made to support a claim to be filed later. If loss or damage did occur, you should address a letter to the home office of the carrier and describe the loss and damage. List the articles separately and if you declared a released value of 60 cents per pound per article, show the weight of each damaged article. Obtain and present to the carrier itemized estimates of costs of necessary repairs or replacement. Give the date of your move, the origin and destination of the shipment and the carrier's order number.

#435

All claims for loss and damage must be filed with the carrier in writing. The carrier is required to acknowledge claims within 30 days and to either pay, decline or make a firm compromise settlement within 120 days of receipt. If some reason beyond the carrier's control delays action on your claim for a longer time, the carrier is required to notify you then as to its status and each 30 days thereafter until final action is taken.

The California Public Utilities Commission has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier liable for such loss or damage. If the carrier will not voluntarily pay such claims, and insurance or optional carrier obligation coverage has been purchased, the shipper may contact the California Public Utilities Commission for the name of the insurance company providing the cargo insurance. The insurance company may be willing to settle a claim even if the carrier is not. The shipper may also commence a suit in a court of law.

o Change)
* Addition) Decision No.

82349

EFFECTIVE

Correction

ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA,
SAN FRANCISCO, CALIFORNIA.

SECTION 4--FORMS OF DOCUMENTS (Continued)								ITEM
<p>This Is Not A Contract</p> <p>BASIS FOR CARRIER'S PROBABLE COST OF SERVICES</p> <p>(Items 440 and 440.1)</p> <p>NAME OF CARRIER _____</p> <p>ADDRESS OF CARRIER _____ PHONE NUMBER OF CARRIER _____</p>								
NAME _____ PHONE NO. _____ DATE _____ MOVING FROM _____ MOVING TO _____ _____								
SERVICES REQUESTED: Distance Move <input type="checkbox"/> Hourly Move <input type="checkbox"/> Piece Move <input type="checkbox"/>								
Service	SR	SNR	CNK	Service	SR	SNR	CNK	
Additional helpers (No.)				Packing labor (No.)				
Appliance servicing				Unpacking labor (No.)				
Elevator at origin				Overtime labor				
Elevator at destination				SIT monthly storage charge				
Flights at origin (No.)				SIT moving into warehouse				
Flights at destination (No.)				SIT moving out of warehouse				
Hoisting or lowering at origin				SIT warehouse handling				
Hoisting or lowering at destination				SIT warehouse wrapping or fumigating				ø440
Insurance or optional carrier obligation during transit				SIT insurance				
Long carry at origin (No.)				Shuttle service at origin				
Long carry at destination (No.)				Shuttle service at destination				
Split delivery				Disassembly of items				
Split pickup				Assembly of items				
Packing material delivery				Van & 1 man				
Packing material				Van & 2 men				
				Overtime or Premium labor				
				Expedited Service				
SR : Service Requested SNR : Service Not Requested CNK : Condition Not Known SIT : Storage in Transit								
CHARGES TO BE PAID BY: Cash <input type="checkbox"/> Certified Check <input type="checkbox"/> Money Order <input type="checkbox"/> Personal Check <input type="checkbox"/> Credit Card <input type="checkbox"/>								
Number of Articles to be moved. <input type="checkbox"/> Number of Rooms to be moved. <input type="checkbox"/> Total Number of Packing Containers to be Supplied by Carrier. <input type="checkbox"/>								
(Concluded in Item 440.1)								
ø Change, Decision No. 82349								
EFFECTIVE								
Correction. ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.								

SECTION 4--FORMS OF DOCUMENTS (Continued)		ITEM																				
<p>This Is Not a Contract</p> <p>PROBABLE COST OF SERVICES</p> <p>(Items 441 and 441.1)</p>																						
<p>NAME OF CARRIER</p> <p>ADDRESS OF CARRIER</p> <p>PHONE NUMBER OF CARRIER</p>																						
<p>NAME _____ PHONE NO. _____ DATE _____</p> <p>MOVING FROM _____ REGION <input type="checkbox"/> DATE OF MOVING _____</p> <p>MOVING TO _____ REGION <input type="checkbox"/> _____</p> <p>CHARGE TO (CORPORATION) _____</p>																						
<p>SERVICES REQUESTED: Distance Move <input type="checkbox"/> Hourly Move <input type="checkbox"/> Piece Move <input type="checkbox"/></p> <p>Number of Articles to be moved. <input type="checkbox"/> Number of Rooms to be moved. <input type="checkbox"/> Total Number of Packing Containers to be Supplied by Carrier. <input type="checkbox"/></p> <p>APPROXIMATE Total WEIGHT : Cubic Feet (from Table of Measurements) _____ cu. ft. @ 7 lbs. per cu. ft. _____ lbs.</p>																						
<p>LONG DISTANCE MOVING</p> <p>Tariff _____ Total Cu. Ft. _____ Miles _____</p> <p>Released valuation to be not exceeding _____ cents per lb. per article</p> <p>Est. Weight _____ lbs., at _____ per 100 lbs. _____</p> <p>No. Flights _____ at _____ per 100 lbs. _____</p> <p>No. Long Carries _____ at _____</p> <p>Extra Pick Up -- Delivery (circle one) --</p> <p>Haul to -- from storage in transit _____ hours _____</p> <p>Storage and Warehouse handling _____ lbs. @ _____</p> <p>Piano, type _____ organ, type _____</p> <p>Appliances to service _____</p> <p>Insurance or Optional Carrier Obligation - Total declared value \$ _____ @ _____ per each \$100 _____ Other services _____</p> <p>PACKING AND UNPACKING</p> <p>LABOR, Pack at residence, Estimate packers _____ hours, at _____ per man hr \$ _____</p> <p>Unpack, estimated _____ packers _____ hours at _____ per man hour _____</p> <p>Delivery of packing material _____</p> <p>MATERIAL</p> <table style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Charge per unit</th> </tr> </thead> <tbody> <tr><td>Dish packs or barrels</td><td>_____</td></tr> <tr><td>Cartons over 1 1/2 cu. ft.</td><td>_____</td></tr> <tr><td>Cartons over 3 cu. ft.</td><td>_____</td></tr> <tr><td>Cartons over 4 1/2 cu. ft.</td><td>_____</td></tr> <tr><td>Cartons over 6 cu. ft.</td><td>_____</td></tr> <tr><td>Wardrobes</td><td>_____</td></tr> <tr><td>Mattress ctn. single</td><td>_____</td></tr> <tr><td>Mattress ctn. double</td><td>_____</td></tr> <tr><td>Mattress ctn. queen</td><td>_____</td></tr> </tbody> </table> <p style="text-align: right;">(Continued in Item 441.1)</p>			Quantity	Charge per unit	Dish packs or barrels	_____	Cartons over 1 1/2 cu. ft.	_____	Cartons over 3 cu. ft.	_____	Cartons over 4 1/2 cu. ft.	_____	Cartons over 6 cu. ft.	_____	Wardrobes	_____	Mattress ctn. single	_____	Mattress ctn. double	_____	Mattress ctn. queen	_____
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<p>LOCAL MOVING</p> <p>Load _____ Drive (x2) _____</p> <p>Estimate of hours _____ Unload _____</p> <p>Moving, Estimated _____ hours for _____ van and _____ men at _____ per hour _____</p> <p>Piano, Type _____ ? No. Flights _____ ? -- \$ _____</p> <p>Bridge or Ferry Tolls (Estimated) _____</p> <p>Insurance or Optional Carrier Obligation - Total declared value \$ _____ @ _____ per each \$100 _____</p> <p>Other services _____</p> <p>OVERTIME RATES: _____</p> <p>REMARKS: _____</p>																						
<p style="text-align: right;">#441</p> <table style="width: 100%;"> <tbody> <tr><td>Local Moving</td><td>_____</td><td>\$</td></tr> <tr><td>Storage</td><td>_____</td><td>\$</td></tr> <tr><td>Long Distance Moving</td><td>_____</td><td>\$</td></tr> <tr><td>Packing and/or Unpacking</td><td>_____</td><td>\$</td></tr> <tr><td colspan="2">TOTAL PROBABLE COST--</td><td>\$</td></tr> </tbody> </table>			Local Moving	_____	\$	Storage	_____	\$	Long Distance Moving	_____	\$	Packing and/or Unpacking	_____	\$	TOTAL PROBABLE COST--		\$					
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TOTAL PROBABLE COST--		\$																				
<p>Change, Decision No. 82349 EFFECTIVE</p>																						
<p>ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>																						

SECTION 4—6 FORMS OF DOCUMENTS (Continued)

ITEM

ADDENDUM ORDER FOR SERVICE

ADDRESS OF CARRIER

NAME OF CARRIER

PHONE NUMBER OF CARRIER

THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICE NO. _____ DATED _____ WITH (CARRIER'S NAME) REQUESTS THE FOLLOWING ADDITIONAL SERVICES AND CHARGES.

ADDITIONAL ARTICLES AND SERVICES REQUESTED:

Confirmation of shipping instructions, agreement for services, rate quotation, shipping document and/or freight bill and Cart, of Optional Carrier Obligation

Document issued at:

SHIPPER IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING and ask for an explanation of anything not clear or inconsistent with any previous representation. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON

FROM: Floor Apt. No. Phone

TO: Floor Apt. No. Phone

READ THIS CONTRACT

6 A.M. 7 8 9 10 11 12 P.M. 1 2 3 4 5 6

EXPLANATION: P—PACKING L—LOADING D—DRIVING U—UNLOADING UP—UNPACKING X—TIME OUT FOR

Delivery Instructions:

Notifying and Billing Address

STORAGE ORDERED

SHIPPING

DESCRIPTION OF ARTICLES

HOURLY RATE

ACCESSORY RATE

PIECE MOVING

INSURANCE

INSTRUCTIONS, PACK UNPACK

MATERIALS

PACKERS NAME HOURS DATE

DELIVERY/PICK-UP OF CONTAINER

Packing Unit

Unpacking Unit

APPLIANCES to be serviced

Serviced by:

GROSS WT. Lbs. Tare wt. Lbs.

Net Weight Lbs. Per Cwt.

Flight Charge

OPTIONAL CARRIER OBLIGATION

ESTIMATED CHARGES \$

HOW PAID

(Continued in item 453.1)

g Change, Decision No.

82349

EFFECTIVE

CORRECTION

ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA,
SAN FRANCISCO, CALIFORNIA.

APPENDIX C

This Space for P.U.C.
Date Received

CERTIFICATE OF CARGO INSURANCE

(TL 672)

PUBLIC UTILITIES COMMISSION OF
THE STATE OF CALIFORNIA

SAN FRANCISCO, CALIFORNIA

(Issued in Triplicate)

P.U.C. FILE NUMBER

This Is to Certify That the

(NAME OF COMPANY)

(hereinafter called Company) at

(CALIFORNIA ADDRESS OF COMPANY)

has issued to

(NAME OF HOUSEHOLD GOODS CARRIER)

(ADDRESS OF HOUSEHOLD GOODS CARRIER)

the policy of Cargo Insurance herein described which, by the attachment of Public Utilities Commission of the State of California Endorsement Form TL 671-series, has been amended to provide the cargo protection authorized or required for household goods carriers (as indicated below) by Section 5161 of the Public Utilities Code or Item 91 of Tariff 4-3 and by the pertinent rules, orders and regulations of the Public Utilities Commission of the State of California with respect to the operation, maintenance or use of any vehicle for which a Household Goods Carrier Permit is required or has been issued by the Public Utilities Commission of the State of California, although such vehicle may not be specifically described in the policy.

☐ \$ 5,000 (Basic Coverage, Sec. 5161,
Public Utilities Code)

☐ \$ 25,000 (Optional Carrier Obligation including
Basic Coverage, Item 91 of Tariff 4-3)

This certificate may not be cancelled, except by the expiration of the term for which it is written, until the Company shall have given thirty (30) days' notice in writing to the Public Utilities Commission of the State of California at its office, San Francisco, California, said thirty (30) days to commence to run from the date notice is actually received in the office of said Commission.

Policy No. _____ effective from _____ to _____

(1201 a.m., standard time at the address of the insured or stated in said policy)

Co-insured at _____ this _____ day of _____, 19____

Replaces policy No. _____

[SIGNATURE] _____

(AUTHORIZED REPRESENTATIVE)

Name of Person Signing _____

(PLEASE TYPE)

ORIGINAL

APPENDIX D

STANDARD FORM OF ENDORSEMENT PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

*To Be Attached to and Made a Part of All Cargo
Insurance Policies of Household Goods Carriers
Subject to Regulations by the Public Utilities Com-
mission of the State of California.*

The policy to which this endorsement is attached and made a part thereof is a cargo insurance policy, and is hereby amended and modified to assure compliance by the insured, as a Household Goods Carrier, with Section 5161 as amended of the Public Utilities Code of the State of California or Item 91 of Tariff 4-B issued by the Public Utilities Commission of the State of California, with reference to making compensation to shippers or consignees of all property belonging to shippers or consignees coming into the possession of such Household Goods Carrier in connection with its transportation service, and with the pertinent rules, orders and regulations of the Public Utilities Commission of the State of California.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay, within the limits of liability hereinafter provided, any shipper or consignee for all loss of or damage to all property belonging to such shipper or consignee, and coming into the possession of the insured in connection with its transportation service for which loss or damage the insured may be held legally liable, regardless of whether the motor vehicles, terminals, warehouses and other facilities used in connection with the transportation of the property hereby insured are specifically described in the policy or not. The liability of the Company extends to such losses or damages whether occurring on the route or in the territory authorized to be served by the insured or elsewhere.

Within the limits of liability hereinafter provided it is further understood and agreed that no condition, provision, stipulation or limitation contained in the policy, or any other endorsement thereon or violation thereof, or of this endorsement by the insured, shall affect in any way the right of any shipper or consignee, or relieve the Company from liability for the payment of any claim for which the insured may be held legally liable to compensate shippers or consignees, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the insured and the Company. The insured agrees to reimburse the Company for any payment made by the Company on account of any loss or damage involving a breach of the terms of the policy and for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

The liability of the Company for the limits provided in this endorsement shall be a continuing one notwithstanding any recovery hereunder. The Company shall be liable for an amount not less than

☐ \$ 5,000 (Basic Coverage as required by Section 5161 as amended of the Public Utilities Code)

or

☐ \$ 25,000 (Optional Carrier Obligation including Basic Coverage as required in Item 91 of Tariff 4-B issued by the Public Utilities Commission of the State of California)

in respect of any loss of or damage to or aggregate of losses or damages of or to the property hereby insured occurring at any time and place, whether or not such losses or damages occur while such property is on a motor vehicle or otherwise.

Whenever requested by the Commission, the Company agrees to furnish to the Commission a duplicate original of said policy and all endorsements thereon.

This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the Public Utilities Commission of the State of California at its office, San Francisco, California, said thirty (30) days' notice to commence to run from the date notice is actually received at the office of said Commission.

The Company further agrees that if the policy shall be canceled or suspended or otherwise terminated, and shall thereafter be reinstated, notice in writing of such reinstatement shall immediately be given by the Company to said Commission at its said office.

When countersigned by an authorized representative of the Company, this endorsement becomes a part of Policy No. _____, issued by _____

(herein called Company) of _____

to _____

effective _____
12:01 a.m., standard time at the address of the insured as stated in said policy.

Countersigned at _____ this _____ day of _____, 19____

By _____
Authorized Company Representative