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ORIGINAL

Decision No. 83640

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)
Order Setting Hearing 71
(Filed July 17, 1973)

(For appearances see Appendix A of Decision No. 82349.)

Additional Appearances

Respondents: Robert C. Johnson, for Bekins Moving
& Storage Co.; T. R. Travers, for H & H Moving &
Storage; and Frank Payne and Gerald Evans, for
Lyon Moving & Storage Co.

Interested Parties: L. E. August, for California
Moving & Storage Association; Peter L. Shaw, for
California Trucking Association; Francis Paola, Jr.,
for T.U.R.N., Consumer Federation of California,
San Francisco Consumer Action, and Consumer United;
Judith E. Pond, Attorney at Law, for Department of
Consumer Affairs, State of California; George D.
Searight, for Kemper Insurance; Jess J. Butcher,
for California Manufacturers Association, and
Clarence William Youngberg, for McCord & Holden, Inc.

FINAL OPINION

Order Setting Hearing 71 in Case No. 5330 was issued by the
Commission to receive evidence with respect to the proposed amendment
of Minimum Rate Tariff 4-B (MRT 4-B) and the establishment of a
proposed General Order concerning cargo insurance and liability for
loss or damage of property in the possession of carriers of household

goods. That order consolidated OSH 71 for hearing with Petition 66 in Case No. 5330 in which a group of household goods carriers sought the establishment in MRT 4-B of rules authorizing household goods carriers to assume liability for loss or damage to household goods transported by them at values greater than the released value of 60 cents per pound per article applicable in connection with the minimum rates set forth in MRT 4-B (so-called optional carrier obligation or OCO).

Public hearing in the consolidated proceeding was held before Examiner Mallory at San Francisco on July 25 and 26, October 10, 11, and 12, and December 4 and 5, 1973. The matters were submitted upon the receipt of closing briefs filed April 8, 1974. Evidence in the OSH 71 phase of the proceeding was presented on behalf of the Commission staff, California Manufacturers Association (CMA), and California Moving & Storage Association (CMSA).

Petitioners in Petition 66 filed a motion for an interim order establishing in MRT 4-B the OCO provisions proposed by them in that petition. Interim Decision No. 82349 dated January 15, 1974 granted the motion and revised MRT 4-B to include provisions relating to OCO. The petition of California Moving & Storage Association for rehearing of Decision No. 82349 was denied by Decision No. 82622 issued March 19, 1974, and the amendments to MRT 4-B became effective March 25, 1974.

Transit Insurance Coverage

MRT 4-B contains minimum rates, charges, and rules for the transportation of used household goods and personal effects. Item 80 thereof 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).

Before OCO, protection for loss and damage of shipments of household goods in excess of 60 cents per pound per article was provided by insurance arranged by carrier and paid for by the shipper. 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 60 cents per pound.

^{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."

The cost to the shipper of transit insurance coverage varies depending upon the limitation of value placed on the shipment and the length of haul. 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.

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.

OCO Coverage

Under the OCO rules adopted in Decision No. 82622, the existing provisions of MRT 4-B remain intact; the OCO provisions provide an alternative means of providing additional protection against loss or damage to household goods shipments. Carriers not electing to provide OCO are not required to do so. In the event the carrier decides to provide OCO, the carrier is 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 are 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.

OCO coverage is subject to limitations of liability similar to those provided under existing insurance coverage. No coverage is 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.

Under OCO claims are filed by the owner of the goods with the carrier. The carrier adjusts the claim, and makes a report to the company which issued his cargo insurance coverage.

The OCO rules are interim in nature, being intended as stopgap provisions pending final determination of the issues raised in OSH 71. The desirability of assumption of liability for loss and damage by household goods carriers was firmly established on the record in the consolidated proceeding; the issues which remain to be decided concern the specific method of accomplishing such assumption of liability.

Staff Proposals

The staff proposed in OSH 71 that the current provisions of MRT 4-B relating to liability of the carrier for loss or damage to goods transported be revised by cancelling the provisions with respect to the issuance of transit insurance and the interim OCO rules, and the substitution of rules providing for mandatory carrier obligation for loss or damage to goods transported by household goods carriers.

The proposal is summarized as follows: The minimum rates are based on an agreed or declared value of 60 cents per pound per article for the actual weight of the articles in the shipment. Unless the shipper releases the shipment to a value of 60 cents per pound per article the carrier's maximum liability shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 times

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the weight of the shipment in pounds, whichever is greater. Additional valuation charges, as follows, would apply to all shipments not released to a value of 60 cents per pound per article:

<u>MILES</u>		
<u>Over</u>	<u>But Not Over</u>	<u>Charges in Cents per Each \$100 (or fraction thereof) of Released Valuation</u>
0	50	20
50	150	25
150		35

Additional tariff rules are provided to implement the basic proposal set forth above.

Under the staff proposal household goods carriers would be required to provide, and to continue in effect as long as they engage in transportation under MRT 4-B, a cargo insurance policy in an amount not less than \$5,000 per shipment, to compensate shippers for loss or damage to property for which the carrier may be held legally liable. The cargo insurance policy shall not contain a co-responsibility or co-insurance provision or rule which would reduce the liability of the carrier for loss or damage to an amount represented by the relationship that the declared value bears to the actual value of the shipment.

The proposed General Order provides that the liability of a carrier shall be limited by the following exclusions:

- a. No liability shall be provided for the condition or flavor of perishable articles.
- b. No liability 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.
- c. No liability shall be provided for loss or damage caused by or resulting from:
 - (1) An act, omission, or order of shipper.
 - (2) Insects, moths, vermin, and ordinary wear and tear.

- (3) Defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or change therein.
 - (4) (I) 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 such government power, authority or forces; (II) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (III) 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.
- d. No liability 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.

Considerations Underlying Staff Proposal

The source of the additional released valuation charges are the interim OCO charges currently set forth in Item 80 of MRT 4-B, which, in turn, were based on the charges of certain insurance companies for transit insurance. The staff made no independent analysis of the costs of providing the type of liability coverage proposed herein. The staff witness sponsoring the tariff provisions testified that the charges proposed by him may not make adequate provision for overhead expenses incurred by the carrier in issuing the coverage and settling claims.

The exclusions from coverage enumerated above are also derived from transit insurance policies sold by household goods carriers, except that two exclusions ordinarily contained in transit insurance policies were deleted by the staff. These exclusions limit liability for loss or damage which occurs as a result of (a) strikes, lockouts, or other work stoppages, and (b) the breakage of china or other fragile items unless packed by the carrier's employees.

The backup cargo insurance policy required to be obtained by household goods carriers when OCO is provided is in the sum of \$25,000. The staff selected the sum of \$5,000 for inclusion in its proposed General Order because Section 5161 of the Public Utilities Code purportedly permits only that specific amount of cargo insurance to be prescribed.^{2/}

The staff witness sponsoring the proposed General Order and tariff provisions testified that his analysis in connection therewith consisted of review of the testimony and exhibits presented in the OCO phase of this proceeding and the review of Interstate Commerce Commission (ICC) regulations dealing with released valuation in connection with rates for transportation of household goods and related articles. No field studies or other analyses were made by the staff. The ICC regulations in question were developed over a period of years in an endeavor to solve the problems of

2/ The pertinent portion of Section 5161 reads as follows:

"The commission shall require all household goods carriers to procure and continue in effect during the life of the permit cargo insurance in the amount of five thousand dollars (\$5,000). (Amended 1957, Ch. 676. Old paragraph deleted. New paragraph added on requirement for cargo insurance.)"

The staff witness reached his conclusion that only the precise amount specified in the statute may be prescribed, in part, based on the fact that other parts of that Code section and other similar sections incorporated in the Highway Carriers' Act (Section 3501 et. seq.) and Household Goods Carriers Act (Section 5101 et. seq.) specify only the minimum amounts of liability or cargo insurance required by statute, whereas the above quoted part of Section 5161 sets forth a specific amount.

co-insurance, lack of carrier responsibility for prompt settlement of claims, and varying charges for insurance coverage exacted by different carriers. The ICC regulations prohibit the selling of transit insurance by household goods carriers and require that the shipper release the shipment either at a value of \$1.25 per pound for the total weight of the shipment or at the full value of the shipment; and provide a charge of 50 cents per \$100 of excess valuation regardless of distance transported. The current ICC regulations are promulgated in Ex Parte No. 61 and Released Rate Order MC 505, 102 MCC 267, and in Ex Parte No. MC 19 (Sub 8), 111 MCC 525 (1971), and (Sub 18), 118 MCC 35 (1973) (see Footnotes 5 and 6).

Inasmuch as no independent analysis was made by the staff of the circumstances under which the proposed coverage will be offered, strong reliance was given by the staff witness to the ICC mandated provisions. The staff witness adopted the ICC rules with respect to (a) prohibition against co-insurance provisions, (b) prohibition against the selling of transit insurance by a carrier, (c) the so-called common carrier liability of 60 cents per pound per article applicable to transportation under the minimum rates, (d) the minimum valuation of \$1.25 per pound if the shipper does not expressly release the shipment at 60 cents per pound per article, and (d) the alternative of allowing the person responsible for the transportation charges (generally an employer) to place a release value on the shipment in lieu of the shipper.

The format of the proposed General Order follows General Order No. 100, which contains regulations dealing with public liability and property damage coverage required by statute to be maintained by highway carriers.

California Manufacturers Association

Evidence was presented on behalf of CMA with respect to recommended revisions of certain rules set forth in the General Order proposed by the staff. CMA proposed that the General Order

contain language similar to that contained in Household Goods Carriers Bureau Tariff 143-A, MF-ICC 159 dealing with servicing of appliances and similar articles and with respect to articles of extraordinary value and perishable articles. That tariff provides that qualified personnel will be hired by the carrier to disconnect or reconnect appliances in the event the carrier's employee is not qualified to perform the service or is prevented by local ordinance from doing so. That tariff also provides limitations of the carrier's liability for loss or damage to perishable articles or articles of extraordinary value.

California Moving & Storage Association

CMSA proposed that the Commission adopt rules and regulations similar to those proposed by the staff, subject to certain modifications.

The General Order to govern the assumption of liability for loss or damage to household goods transported by highway carriers proposed by CMSA (Exhibit 71-8) contains all of the provisions set forth in the General Order proposed by the staff (Exhibit 71-1) and, in addition, contains the following modifications or additions:

- (1) Provides that the General Order shall cover storage-in-transit (60 days or less) in addition to transportation of household goods.
- (2) Eliminates the phrase "limited all risk form" with respect to the required cargo insurance policy.
- (3) Defines the term "articles of extraordinary value", which articles are excluded from liability under the cargo insurance coverage required in the General Order unless the shipper lists such articles separately and shows the value of each, and such articles are packed by the carrier.
- (4) Adds the following to the list of commodities or services which are excluded from liability under the cargo coverage required by the General Order:

- (a) Damage or breakage resulting from improper packing by the shipper.
 - (b) Mechanical or electrical derangement of home electrical appliances, unless evidenced by external damage, or unless the articles were serviced at the expense of shipper at origin and destination.
 - (c) Damage or loss resulting from strikes, lockouts, civil commotion, or other similar disorder.
 - (d) Breakage of china, glassware, or similar fragile articles, unless packed by carrier's employees or resulting from carrier negligence or accident.
- (5) Adds requirement that proposed MRT 4-B provisions governing submission and filing of claims within prescribed time limits must be complied with, as a requisite to recovery under cargo insurance policy.
- (6) Establishes a minimum value for shipments transported under hourly rates of \$2,500, in lieu of the staff proposal that value be based on an estimated weight related to the cubic displacement of the shipment in the van.

The witness sponsoring CMSA's proposed General Order testified that (1) (above) is required to clearly show that the loss or damage coverage includes storage-in-transit, but excludes permanent storage; (2) is to eliminate a descriptive phrase that is unnecessary, and which is confusing to the layman; and (3) is necessary to avoid confusion to the shipping public and to carriers, and to clearly define the articles that are covered in the "extraordinary value" exclusion.

The witness testified that the exclusion (4)(a) was added to ensure that such articles are properly packed and that (4)(b) corresponds to the proposals of CMA (Exhibits 71-2 and 71-3).

The exclusions described in (4)(c) and (d) are contained in the OCO General Order, but were specifically excluded from the General Order proposed by the staff. The staff witness testified, on cross-examination, that in his discussions with insurance actuaries and others, he determined that if the exclusions from coverage for loss resulting from strikes, lockouts, and civil disturbances, and for breakage of fragile articles not packed by the carrier are not included in the proposed General Order either of two situations will occur; the cost of the cargo insurance policy to the carrier will be substantially increased or the insurance underwriters will require that the household goods carrier become a self-insurer for loss or damage incurred from such sources. The CMSA witness testified that such exclusions should be restored, as their elimination would result in a totally impractical situation if the carrier is a self-insurer for such coverage, or would tend to substantially increase the cost of cargo insurance to the carrier. It is the view of the witness that it would be to the shipper's advantage to maintain cargo coverage at the lowest possible cost, as such cost is ultimately reflected in the charges assessed by the carrier.

The witness proposed in 5 (above) that MRT 4-B contain specific rules for the filing and handling of claims similar to that ordinarily maintained by household carriers operating in interstate commerce and by common carriers generally.

In connection with 6 (above), local shipments transported under hourly rates are not weighed, nor is it customary for "cube-sheets" for estimating purposes to be completed by the carrier's employee or by the shipper; therefore, no actual or estimated weight is readily determinable for local moves under hourly rates. The staff proposed that the constructive weight to determine the released value and carrier's maximum liability for hourly-rated shipments shall be arrived at by first determining the total cubic feet of space

utilized by the shipment when loaded in the carrier's equipment and then multiplying the cubic feet of space by seven pounds. It is the view of CMSA that the technique recommended by the staff has no foundation in practice nor on any scientific basis, and, therefore, is inaccurate. The CMSA witness also testified that the burden of determining the cubic displacement would result in inaccurate determinations by drivers and would result in underestimates in violation of other tariff provisions. As substitute for the staff recommendation, CMSA proposed that a minimum declared value of \$2,500 be established for local moves.

CMSA also proposed that, in lieu of the staff proposals, (a) the maximum liability of the carrier be the actual value declared by the shipper, which may not be less than \$1.50 times the weight of the shipment (\$1.25 proposed by the staff) and (b) the additional for excess valuations be 60 cents per \$100 (charges of 20, 25, and 35 cents per \$100 proposed by staff, depending on distance).

The charge of 60 cents per \$100 was developed by CMSA in its Exhibit 71-6 (as amended by Exhibits 71-13 and 71-14). This exhibit contains a study prepared by a consultant with many years of experience in all aspects of transportation and industrial risk insurance. The study analyzes the costs involved in providing the type of coverage for cargo loss and damage recommended herein by CMSA and the staff.

The CMSA study compares the losses experienced by a group of household goods carriers in 1972 with total costs of settling the corresponding claims. The claim experience covers both so-called "legal liability" losses in connection with shipments transported at a released value of 60 cents per pound per article, and losses under insurance coverage in excess of the carriers' so-called legal liability. The study includes the carriers' costs of settling claims, in addition to the insurance company's claim experience and operating

costs. The study is based on the assumption that the aggregate risk liability would be that based on a maximum liability per shipment of \$5,000 and an aggregate value of all shipments lost or damaged in one occurrence of not more than \$25,000.

The witness reached the following conclusions based on his study:

- (1) There is no variation in the risk due to the distance of the move; therefore, the additional charge for excessive valuation should be the same amount for all distances.
- (2) The actual risks involved and actual claims experience indicate that losses would exceed the revenues earned under additional valuation charges proposed by the staff.
- (3) A charge of 60 cents per \$100 based on a minimum value of \$1.50 per pound is the minimum required to provide revenues from additional valuation charges which are sufficient to cover the total costs of paying claims and operational expenses in connection therewith (including cargo insurance premiums).

Cross-examination by the staff developed that, because of the witnesses' unfamiliarity with the basic cost data underlying the minimum rates in MRT 4-B, certain expenses were included in his analysis which are duplicative of costs set forth in the cost studies underlying MRT 4-B.^{3/} These expenses are those of the carriers' employees engaged in the selling of coverage and the handling and settlement of claims, which expenses are included in indirect

^{3/} At the time of hearing in OSH 71, the Commission had under submission Petition 52 in Case No. 5330, in which both the staff (Exhibits 52-1 and 52-41) and California Trucking Association (Exhibit 52-43) had introduced comprehensive cost studies. Decision No. 83194 dated July 30, 1974 revised the distance rates in MRT 4-B, based on the evidence in Petition 52.

expenses in the cost studies referred to in Footnote 4; and the cost of the cargo insurance coverage required by statute, which is included in gross revenue expense in said cost studies.^{4/}

Staff Rebuttal Evidence

The Commission staff presented rebuttal evidence with respect to the information contained in Exhibit 71-6. The staff review of the underlying data relied upon in Exhibit 71-6 showed that the freight bill information was not complete or did not agree with the data summarized in Exhibit 71-6.

A staff engineer testified that the cost study prepared by him and introduced as Exhibit S2-1 in Case No. 5330, Petition 52, contains a figure of .74 percent in gross revenue expense (74 cents per \$100 of total carrier revenue from distance moving rates) for cargo insurance. This figure relates to cargo insurance required by statute and reflects a policy based on \$50 deductible per claim and with a maximum limit of \$25,000 for one occurrence and \$50,000 for total loss. The staff cost witness also explained the elements of carriers' general office, solicitation, management, and claim expenses which were included in his cost study as indirect expenses.

Position of the Parties on Brief

Briefs were filed in the consolidated proceeding by Campbell Moving Company, Incorporated and the 46 other petitioners in Petition 66, by CMSA, and by the Commission staff.

^{4/} It is not possible to isolate that portion of indirect expenses included in the staff and CTA cost studies which pertain to the expenses of selling coverage and handling and settling claims because such expenses are not separately accounted for in carriers' records.

Petitioners in Petition 66 urge that an interim order be adopted incorporating in MRT 4-B the OCO proposal by such petitioners. Such action was taken in Decision No. 82349, *supra*. They also oppose, in connection with either the OCO provisions or with mandatory carrier assumption of obligation for loss or damage, the staff proposal that the historical exclusions from coverage with respect to (a) strikes and labor disturbances and (b) fragile articles packed by the shipper be eliminated, and that the carrier be liable for loss or damage resulting from such causes. They argue that the staff witness made no investigation of the effect of the added responsibility that would be assumed by carriers, and that the witness had no knowledge of the extent of the increased carriers' risk or potential liability. They conclude that because there undoubtedly would be a substantial increase in carriers' liability and because there is no provision made for increased liability charges for the greater risk, that the staff proposal is unwarranted and would have unreasonable results.

The staff's opening brief points out that, although its proposal and that of CMSA follow the same format and generally are similar, there are significant differences in each. The brief points out the material differences in each proposal, and urges the adoption of the proposals of the staff. CMSA proposes that present exclusions be maintained concerning liability for loss or damage resulting from strikes and lockouts and from breakage of fragile articles packed by the shipper (except when such breakage results from carrier negligence). As indicated above, the staff opposes the continuance of this exclusion.

CMSA proposes an additional liability exclusion relating to musical instruments and electrical appliances unless such items are serviced by the carrier or by other qualified personnel at the shipper's expense. The staff proposal in this respect is not as broad in application as CMSA with respect to servicing of appliances.

The staff brief points out that CMSA originally proposed a valuation charge of 50 cents per \$100 of valuation regardless of distance, but amended that proposal to 60 cents per \$100 of valuation. The latter proposal was further amended at the hearing to 58 cents per \$100 of valuation. The staff, on the other hand, recommends the same valuation as currently set forth in MRT 4-B for OCO.

In addition, the CMSA seeks to establish a minimum declared value of an amount equal to \$1.50 times the actual weight of the shipment in pounds for shipments transported for distances in excess of 50 miles. For shipments transported up to 50 miles, the CMSA proposes a minimum declared value for a shipment of \$2,500. In contrast, the staff proposes a minimum declared value of an amount equal to \$1.25 times the actual weight of the shipment in pounds regardless of the distance a shipment is transported.

A further significant feature of the CMSA proposal is an amended tariff item and General Order provision which sets forth specific claim filing requirements on the part of a claimant as a condition precedent to recovery for loss or damage to a shipment of household goods. The General Order and tariff amendments proposed by the staff do not include similar claim filing requirements.

The CMSA brief points out that many proposals made by it were not challenged by the staff and indicates that, with respect to such proposals, CMSA deems the omission to be tacit approval. The CMSA brief contains arguments in support of CMSA's proposals which differ from those of the staff.

Discussion

The principal parties to this proceeding are in substantial agreement that material benefits will inure to both shippers and carriers if proposals are adopted which relate to assumption of liability for loss or damage by household goods carriers, and

specific requirements are established in a new General Order and in MRT 4-B with respect to cargo insurance, limits of liability for loss or damage, and charges for excess value declared by the shipper.

The principal issues, then, are the differences between the parties with respect to specific liability exclusions and to the amount of the additional charge for excess valuation declared by the shipper. In each of these areas, the witness for the Commission testified that he made no field study or specific analysis, but relied upon similar rules adopted by the Interstate Commerce Commission or relied solely upon his own judgement.^{5/}

The Commission staff witness proposed that long-standing exclusions from liability be eliminated which deal with "strikes, riots, and civil commotion", and with "fragile goods packed by the shipper." The record shows that this recommendation by the staff witness is based primarily on his own judgement, and that no effort was made to determine the possible underwriting effect of the elimination of such exclusions. The record indicates that higher cargo

^{5/} The ICC has a continuing proceeding involving the practices of interstate household goods carriers in Ex Parte No. MC-19-Practices of Motor Common Carriers of Household Goods. The ICC also has issued rules governing the bases for motor carriers' liability for loss or damage to household goods in Ex Parte No. MC-61-Released Rates of Motor Common Carriers of Household Goods, and in Released Rate Order No. MC-505. Several orders have been issued in each proceeding dealing with the subject matters of this proceeding, some of which are cited in the text of the opinion herein.

insurance premiums may be required if this proposal is adopted; indeed, it appears that cargo insurance coverage without such exclusions may not be available. The staff witness relied upon ICC rules and practices of carriers under such rules, in many instances, as a foundation for his proposals. The record shows that the two exclusions from liability in issue are applicable to interstate shipments of household goods. Moreover, "all risk" insurance coverage customarily issued in connection with the carriage of other types of goods ordinarily and generally contain the exclusions in issue. For example, "the standard marine all risk" insurance available to exporters of American goods transported in ocean freight service does not provide coverage for loss or damage from strikes, riots, civil commotion, and acts of war. In the event such coverage is desirable separate coverage may be obtained at an increased cost. The record herein does not support the staff proposal deleting the long-standing exclusions from household goods cargo insurance policies with respect to strikes, riots, and insurrections and with respect to fragile goods packed by the shipper, without the establishment of an alternative form of coverage or a provision for a substantially increased premium. The record does not contain reliable data under which the latter objectives could be accomplished.

The staff relied upon the charges established in Decision No. 82349 for OCO service as the reasonable charges for the different type of service it proposes herein. In most other respects, the staff relied upon related regulations established by the ICC. In its order served March 21, 1973, the ICC denied proposed changes raising the lump-sum valuation figure previously adopted of \$1.25 per pound to \$1.50 (Ex Parte No. MC-19, 117 ICC 819). That decision

found the existing provisions had not been shown to be unreasonable.^{6/}
That decision further states (at page 823):

"In the prior report, 102 M.C.C. 267, the Commission recognized shortcomings in the evidence in respect of released values, liability limitations, and valuation charges, because of a lack of experience. At page 271 of that report it said:

"In time, some revision of these charges may prove necessary, but this will have to await the test of experience. By the time the industry feels that an adjustment is necessary in the valuation charge or the minimum value declaration, and, indeed, in order for it to form such a conclusion, it will no doubt have had sufficient experience under the new released rates order and suitable statistics available to be able to establish with precision the average value of the household goods in a shipment, the minimum valuation necessary to prevent the average declaration from falling below the average value of such goods, and the maximum charge necessary (per 100 pounds of total declared value) to properly compensate the carrier for its risk using such minimum valuation. With such information, future revisions of the charges or the minimum declared valuation should pose no great difficulty."

^{6/} In 95 M.C.C. 138 as modified in 96 M.C.C. 196 and 102 M.C.C. 267, the Commission entered Released Rates Order No. MC-505 which prescribed, among other things, the basis for a motor common carrier's liability for loss or damage of household goods. This prescribed basis reads:

<u>Released values and liability limitations</u>	<u>Transportation rate basis</u>
Released to a value not exceeding 60 cents per pound per article for the actual weight of any article or articles in a shipment.	Base transportation rate.
Released to a declared lump sum value for an entire shipment. However, if the value declared is less than \$1.25 times the actual weight (in pounds) of the shipment, such declaration will be ineffective, and the shipment will be deemed instead to have been released to a declared lump sum value equal to \$1.25 times the actual total weight (in pounds) of the shipment.	Base transportation rate plus a valuation charge of 50 cents for each \$100, or fraction thereof, of the released value of the entire shipment.

(Other prior reports are 17 M.C.C. 467, 47 M.C.C. 119, 38 M.C.C. 59, 51 M.C.C. 247, and 71 M.C.C. 113.)

Without making any specific study itself, the staff proposed excess valuation charges on a different basis and substantially below the related charge established by the ICC.

The staff also attacks the detailed study made by CMSA with respect to the appropriate level of charge for excess valuation. That study was conducted in good faith by an eminently qualified expert in the insurance field. Through the witness' lack of knowledge of the expense elements considered in the staff costs, which underlie the existing distance rates, the CMSA study duplicates some elements of costs that are already provided for in the basic minimum rates. That study conclusively shows that risk for loss or damage does not vary materially depending upon the length of haul.

The detailed study presented by CMSA when duplications referred to above are eliminated, provides a result slightly in excess of the 50 cents per \$100 valuation charge now applicable to interstate shipments throughout the nation. The staff witness and other parties indicated that substantial uniformity with ICC provisions is desirable in order to avoid confusion by both shippers and carriers. The ICC provisions concerning both the amount of the excess valuation (\$1.25 per pound) and the excess valuation charge (50 cents per \$100) have been under continuous study by the ICC and have stood the test of the marketplace. On the other hand, this Commission and the intrastate carriers operating in this state have no experience in this area, and have no foundation upon which to construct a different level of charges or materially different service rules. In the circumstances, the ICC provisions referred to above should be adopted for application within California until sufficient intrastate experience is obtained to serve as a basis for further adjustment or amendment.

We again wish to state our appreciation of the effort and expertise which went into the preparation of the study in Exhibit 71-6 presented on behalf of CMSA.

Several additional tariff rule changes and provisions were proposed by CMSA and by CMA to clarify the application of the liability rules. They have been carefully considered and the preponderance have been shown to be reasonable and are adopted herein.

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 the desired amount in excess of 60 cents per pound.

3. Interim Decision No. 82349 issued January 15, 1974 in Petition 66 established in MRT 4-B 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 (so-called OCO provisions). Such provisions are in addition to all existing tariff provisions and provide an alternative means of providing protection against monetary loss whenever the shipment is lost or damaged.

4. The establishment of OCO provisions in MRT 4-B was 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 were under consideration. The record in OSH 71 is now complete, and that phase of Case No. 5330 is ready for decision.

5. The Commission staff and the CMSA presented proposed General Orders and tariff provisions relating to the mandatory assumption of liability for loss and damage to shipments of household goods. The proposed tariff rules are designed to substitute for and replace the interim provisions relating to optional carrier obligation for loss and damage to shipments of household goods (Decision No. 82349, supra).

6. The Interstate Commerce Commission in Ex Parte No. MC-19-Practices of Motor Common Carriers of Household Goods, and in Ex Parte No. MC-61-Released Rates of Motor Common Carriers of Household Goods, has issued released rate orders involving the nationwide interstate transportation of household goods. Official notice is taken of the ICC orders in those proceedings.

7. The establishment in MRT 4-B of mandatory assumption of liability for loss and damage to shipments of household goods is supported by the principal parties to this proceeding including consumer interests, our staff, and CMSA, as a means of eliminating abuses associated with current practices. Responsibility for the settlement of all claims will be placed on the carriers transporting the goods without third parties being involved; charges for excess valuation will be uniform; and the methods of filing and settling claims will be clear and unambiguous. In addition, under the rules hereinafter adopted, assumption of liability for loss or damage for intrastate shipments of household goods will be substantially uniform with respect to goods transported in interstate commerce.

8. The exclusions from coverage set forth in the revisions of MRT 4-B and the General Order adopted herein are the same as those customarily set forth in policies of cargo insurance now issued to household goods carriers, and said exclusions are also set forth on the bill of lading (shipping order) in general use by household goods carriers.

9. The interim OCO provisions established by Decision No. 82349 dated January 15, 1974 in Petition 66 should be cancelled and, in their place and stead, the additional charges, rules, and regulations set forth in revised pages to MRT 4-B attached hereto should be established.

10. The minimum charges and governing provisions for excess valuation give due consideration to (a) the current charges and rules for similar services promulgated by the ICC for interstate traffic (in the absence of current minimum rate tariff provisions applicable to intrastate traffic); (b) the estimated costs of procuring cargo insurance coverage and settling claims for loss or damage to household goods shipments, as estimated by CMSA; and (c) to the value of the facilities of carriers of household goods reasonably necessary to perform the transportation and related services required by shippers of uncrated household goods.

11. The minimum rates, rules, and regulations prescribed by the following order and rules in the General Order attached to the following order are the 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; such provisions are necessary to provide adequate service to the public by carriers of household goods; and the increases in rates resulting from the establishment of the revised minimum rate tariff provisions are justified.

Conclusions

The Commission concludes that:

1. Minimum Rate Tariff 4-B should be revised as provided in the following order.

2. The General Order attached hereto should be issued governing cargo insurance and liability for loss and damage of property in the possession of carriers of used household goods.

3. The proceedings in Petition 66 and in Order Setting Hearing 71 in Case No. 5330 should be discontinued.

FINAL 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 November 24, 1974, the original and revised pages attached hereto and listed in Appendix A 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, 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 November 24, 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.

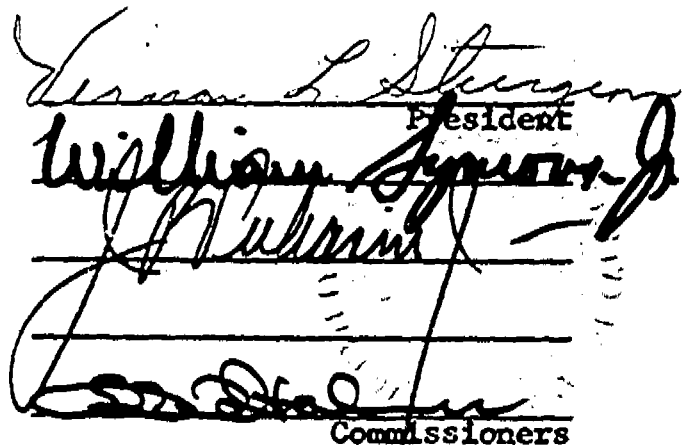
5. In all other respects Decision No. 65521, as amended, shall remain in full force and effect,

6. The General Order attached hereto as Appendix B is adopted and promulgated to govern cargo insurance and liability for loss and damage of property in the possession of carriers of used household goods.

7. In conformance with said General Order, carriers subject to 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 \$5,000, as provided in Appendix C, which shall remain in effect during all times that the carrier offers service to the public under Minimum Rate Tariff 4-B. The Standard Form of Endorsement set forth in Appendix D to this order shall be executed by the carrier's insurance company and shall be attached to and made part of all cargo insurance policies of carriers subject to the provisions 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 22nd
day of OCTOBER, 1974.


President
Commissioners

Commissioner Thomas Moran, being necessarily absent, did not participate in the disposition of this proceeding.

APPENDIX A

LIST OF ORIGINAL AND REVISED PAGES
TO MINIMUM RATE TARIFF 4-B

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Sixth	Revised Page 2-A
Sixth	Revised Page 7-BBB
First	Revised Page 7-C
Original	Page 7-D
Original	Page 7-E
Ninth	Revised Page 9
First	Revised Page 9-A
Original	Page 9-B
Twelfth	Revised Page 10
Second	Revised Page 10-A
First	Revised Page 10-B
First	Revised Page 10-C
Ninth	Revised Page 13
Seventh	Revised Page 14
Fourth	Revised Page 15
Ninth	Revised Page 31
Fourth	Revised Page 31-A
Fourth	Revised Page 32-A
Third	Revised Page 34-A
Sixth	Revised Page 36
Fifth	Revised Page 37
Second	Revised Page 41

(End of Appendix A)

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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TABLE OF MEASUREMENTS FORM-----	450-452
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** Eliminated, Decision No.

83640

EFFECTIVE

Correction

ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA,
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TABLE OF CONTENTS (Concluded)	Item Except As shown (Inclusive)
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<p>** Eliminated, Decision No.</p> <p style="text-align: center;">83640</p>	
EFFECTIVE	
<p>Correction</p> <p style="text-align: right;">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;">ADDENDUM ORDER FOR SERVICES (See Exception in Item 31)</p> <p>1. If at time of pickup or thereafter, the shipper asks for additional services or adds additional articles to the shipment that were not covered in the Basis for Carrier's Probable Cost of Services document, the carrier shall prepare in duplicate an Addendum Order for Service document (Item 453). 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 delivered to the shipper prior to or at the time such service is begun. The document shall contain the following information:</p> <ul style="list-style-type: none"> (a) Date. (b) Name and address of carrier or carriers. (c) Description of shipment (Additional only). (d) Description of transportation and accessorial services to be performed. (e) Rates and charges. (f) Valuation of shipment (Subject to conditions set forth in NOTE 4 - Item 150). (g) ** (h) The following statements shall be placed upon the document: (In letters not less than 10 point bold, universe or Gothic.) <ul style="list-style-type: none"> (1) 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. (2) I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH ON PREVIOUS PROBABLE COST OF SERVICES DOCUMENT. CARRIER IS NOT REQUIRED TO EXTEND CREDIT IN THE AMOUNT OF THE CHARGES ACCRUED FOR THE ABOVE ADDITIONAL SERVICES. <p style="text-align: center;">I HAVE READ THIS CONTRACT AND AGREE WITH THE PROVISIONS THEREOF, AND RECEIVED A COPY.</p> (i) Signature of carrier and shipper or his representative. <p>2. The form of the Addendum Order for Service document in Item 453 will be suitable and proper.</p> <p>3. The 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>633.5</p>
<p> ø Change) ** Eliminated) Decision No. </p>	<p>83640</p>
EFFECTIVE	
<p style="text-align: center;">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>	

Correction

SECTION 1--RULES (Continued)	ITEM
<p style="text-align: center;">CLAIMS FOR LOSS OR DAMAGE</p> <p>(a) Claims in Writing Required. A claim for loss, damage, injury, or delay need not be voluntarily paid by a carrier unless filed in writing as provided in subparagraph (b) below with the receiving or delivering carrier, or carrier issuing the shipping document, or carrier on whose line the alleged loss or damage occurred, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the shipping document or other contract of carriage, and all tariff provisions applicable thereto.</p> <p>(b) Minimum Filing Requirements. A communication in writing from a claimant filed with carrier within the time limits specified in the shipping document or contract of carriage or transportation, and (i) containing facts sufficient to identify the shipment (or shipments) of property involved, (ii) asserting liability for alleged loss or damage, and (iii) making claim for the payment of a specified or determinable amount of money will be considered as sufficient compliance with the provisions for filing claims embraced in the shipping document or other contract of carriage.</p> <p>(c) Documents not Constituting Claims. Bad-order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carriers or their inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carriers as sufficient to comply with the minimum claim filing requirements specified in subparagraph (b) above.</p> <p>(d) Claims Filed for Uncertain Amounts. Whenever a claim is presented against carrier for an uncertain amount, such as "\$100 more or less," carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered, and will ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of subparagraph (b) above.</p> <p>(e) Other Claims. If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, the carrier investigating such claim will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.</p> <p>(f) Concealed Damage or Shortage. Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.</p> <p>(g) Supporting Documents. When a necessary part of an investigation, each claim must be supported by the original shipping document (if not previously surrendered to the carrier), either the original paid bill for transportation services or a copy thereof, and for each article, the nature and extent of such damage, the basis for the amount claimed, i.e., date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage, and, in the case of damage, a repair estimate.</p> <p>(h) Verification of Loss. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the carrier will obtain from the consignee of the shipment involved a certified statement in writing</p>	<p>834</p>
(Continued on following page)	
Change, Decision No. 83640	
EFFECTIVE	
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.	
Correction	

SECTION 1--RULES (Continued)

ITEM

CLAIMS FOR LOSS OR DAMAGE

that the property for which the claim is filed has not been received from any other source.

- (i) Satisfaction of Claims.
Carrier may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality, and condition at time of acceptance by carrier.
- (j) No Liability Following Deliveries.
The carrier shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper, or the authorized agent, or either. When the carrier is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.
- (k) No Liability at Origin Prior to Loading.
Where the carrier is directed to load property from (or render any service at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before packing and loading.
- (l) "Pairs and Sets" Liability.
The carrier's liability with regard to sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece or pieces only and shall not extend to repair, the replacement, or recovery of the entire set but in no event to exceed the limits of liability as set forth in Item 80 hereof.
- (m) Constructive Weight of Packed Interior Shipping Containers.
When the liability of the carrier is to be measured by the weight of the article lost or damaged, and such article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

834
(Continued)

Container	Weight Per Container (In Pounds)
DRUM, DISH-PACK	60
CARTONS: Less than 1-1/2 cu. ft.	20
1-1/2 -- Less than 3 cu. ft.	25
3 -- Less than 4-1/2 cu. ft.	30
4-1/2 -- Less than 6 cu. ft.	35
6 -- Less than 6-1/2 cu. ft.	45
6-1/2 cu. ft. and over	50
Wardrobe Carton	50
Mattress or Box-Spring Carton (Not exceeding 54" x 75")	60
Mattress or Box-Spring Carton (Exceeding 54" x 75")	80
Crib Mattress Carton	22

NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

NOTE 2: Cartons containing lamp shades will be deemed to weight 10 pounds.

NOTE 3: Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

(Concluded on following page)

Change, Decision No.

83640

EFFECTIVE

Correction

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

SECTION 1--RULES (Continued)		ITEM
CLAIMS FOR LOSS OR DAMAGE		
(n)	<p>Time Limit for Filing Claims.</p> <p>As a condition precedent to recovery, a claim for any loss, damage, injury, overcharge, or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on shipping document, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier will not be liable and such claim will not be paid.</p>	
(o)	<p>Acknowledgement and Settlement by Carrier.</p> <p>Every carrier of used property, as provided in this tariff, which receives a written claim for loss of or damage to property transported by it shall acknowledge receipt of such claim in writing to the claimant within 30 calendar days after its receipt by the carrier or the carrier's agent. The carrier shall at the time such claim is received, cause the date of receipt to be recorded on the claim.</p> <p>Every such carrier which receives a written claim for loss of or damage to property transported by it shall pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of claim by the carrier or its agent; provided that, if for reasons beyond the control of the carrier the claim cannot be processed and disposed of within 120 days after receipt thereof, the carrier at that time and at the expiration of each succeeding 30-day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reasons for the delay in making final disposition thereof, and send a copy of such letter to the California Public Utilities Commission, Compliance and Enforcement Branch, State Building, San Francisco, California 94102.</p>	
(p)	<p>Claim Register.</p> <p>Every carrier of used property as provided in this tariff, shall maintain a claim register, showing for each cargo loss and damage claim received, the claim number, date, and amount; the waybill or expense bill number and date; name of claimant; kind of commodity; date claim was paid; total amount paid; or date claim was disallowed and reasons; amount of salvage recovered, if any; amounts reimbursed by insurance companies, connecting carriers, or others, and the amount absorbed by the carriers. Each claim received shall be entered in the register and should be supported by the complete file of claim papers. However, if the claim papers are retained by insurance companies, connecting carriers, or other, the carrier's records shall contain an acknowledgement from the party retaining the claim file that the papers are in its possession.</p>	§34 (Con- cluded)
(q)	<p>Salvage.</p> <p>Whenever property transported by a carrier is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier, after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will dispose of the property only in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.</p> <p>Upon receipt of a claim on a shipment on which salvage has been processed in the manner hereinbefore described, carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.</p>	
of Change, Decision		
83640		
EFFECTIVE		
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.		
Correction		

SECTION 1--RULES AND REGULATIONS (Continued)	ITEM
<p style="text-align: center;">MIXED SHIPMENTS</p> <p>(a) When one or more commodities for which rates are not provided in this tariff are included in the same shipment with commodities for which rates are herein provided, the rate or rates applicable to the entire shipment may be determined as though all of the commodities were ratable under the provisions of this tariff at the combined weight of the mixed shipment; or the commodities for which rates are provided in this tariff may be transported at the applicable rates provided herein, and the commodities for which rates are not provided herein, at the rates provided in other Commission tariffs or which might be otherwise applicable, provided separate weights or other authorized units of measurement are furnished or obtained. In the event that the latter basis is used, the minimum charges provided in this tariff shall apply to the entire shipment.</p> <p>(b) When any uncrated portion of a shipment of commodities for which rates are herein provided requires protection against damage after receipt thereof by the carrier and such protection is afforded by the carrier by packing such uncrated portion of the shipment in containers, such portion so packed shall be rated as uncrated property.</p>	65
<p style="text-align: center;">APPLICATION OF RATES</p> <p>(a) Rates provided in Items 300, 320, 330 and 340 are for the transportation of shipments from point of origin to point of destination, from point of origin to point of storage-in-transit, or from point of storage-in-transit to point of destination, and include pickup and delivery, subject to Item 75.</p> <p>(b) For transportation of shipments for distances of 50 miles or less, rates shall apply in cents per hour (See Note), in cents per piece, or in cents per 100 pounds (Items 300, 320, 330 and 340), subject to Items 145, 150 and 155.</p> <p>(c) For transportation in excess of 50 miles, rates in Items 300 and 320 shall apply, subject to Item 55.</p> <p>(d) Rate in Item 350 shall apply for the accessorial services of packing and unpacking in the territory in which the service is performed.</p> <p>(e) Item 360 provides rates for transportation of empty shipping containers and a basis of charges for the furnishing of shipping containers and packing materials by the carrier.</p> <p>*(f) Item 80 provides valuation charges for all shipments not released to a value of sixty (60) cents per pound, per article.</p> <p>NOTE.--The highest rated territory in or through which any service is performed shall determine the applicable hourly rate.</p>	70
<p style="text-align: center;">PICKUP AND/OR DELIVERY AT OTHER THAN GROUND FLOOR</p> <p>When shipments are picked up or delivered, or both, at other than ground floor, the following additional charges per pickup or delivery per flight and/or long carry shall be assessed:</p> <ol style="list-style-type: none"> At hourly rates (Item 330) No additional charge. At piece rate (Item 340) 110 cents per piece. At distance rates (Items 300 and 320) 32 cents per 100 pounds. 	75
<p>Change) Addition) Decision No. 83640</p>	
EFFECTIVE	
<p style="text-align: center;">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>	

Correction

SECTION 1--RULES (Continued)	ITEM
<p data-bbox="715 858 900 880">ITEM CANCELLED</p>	<p data-bbox="1475 869 1521 891">ø77</p>
<p data-bbox="335 1421 624 1443">ø Change, Decision No. 83640</p>	
<p data-bbox="811 1895 930 1917">EFFECTIVE</p>	
<p data-bbox="272 1974 404 1996">Correction</p> <p data-bbox="602 1956 1504 2004">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>	

SECTION 1--RULES (Continued)	(1) ITEM
<p style="text-align: center;">DECLARATION OF VALUE--VALUATION CHARGES</p> <p>(a) The rates provided in this tariff are based upon an agreed or declared value of 60 cents per pound, per article, for the actual weight of any article or articles in a shipment. The declared or released value shall be deemed to relate to all services undertaken by the carrier or its agents.</p> <p>(b) Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall, as to shipments moving under Items 300 and 320, be either the lump-sum value declared by the shipper or an amount equal to \$1.25 times the actual weight of the shipment in pounds, whichever is greater, and as to shipments moving under Items 330 and 340 be either the lump-sum value declared by the shipper or the amount of \$2,500, whichever is greater.</p> <p>(c) As to shipments moving under Items 300 and 320, if the shipper fails to or selects not to either release the shipment to a value of 60 cents per pound per article or to declare a lump-sum value in excess of \$1.25 times the actual weight of the shipment in pounds, the shipment shall be deemed released to an amount equal to \$1.25 times the actual weight of the shipment in pounds.</p> <p>(d) As to shipments moving under Items 330 and 340, if the shipper fails to or selects not to either release the shipment to a value of 60 cents per pound per article or to declare a lump-sum value in excess of \$2,500, the shipment shall be deemed released to an amount of \$2,500.</p> <p>(e) The released value must be entered on the shipping document in the following form and may be completed only by the person signing the shipping document (See Note).</p> <p style="margin-left: 40px;">Shipper hereby releases the entire shipment to a value not exceeding \$ _____ (to be completed by the person signing below)</p> <p style="margin-left: 40px;">NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "60 cents per pound per article." OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.</p> <div style="text-align: right; margin-right: 100px;"> <p>_____ (Shipper)</p> <p>_____ (Date)</p> </div> <p>NOTE: Where the shipper is the employer of the actual owner of the household goods being transported and is responsible for all charges in connection with such a move, the shipper may instruct the motor carrier to release the shipment either to a value of 60 cents per pound per article or to a lump-sum valuation not less than \$2,500 in the instance of an hourly move or not less than \$1.25 times the weight of the shipment in the instance of a distance move (a) by specification made on a purchase order, or (b) by issuing in advance of the shipping date, appropriate letter of instructions to the carrier. In such instances, the motor carrier must incorporate the instructions by reference to the document in (a) or (b) above in the shipping document in lieu of the personal signature and handwritten statement relating to released rates.</p> <p style="text-align: center;">(Concluded on following page)</p>	<p>680</p>
<p>(1) Certain matter in this item transferred from Eleventh Revised Page 10. of Change, Decision No. 83640</p>	
<p>EFFECTIVE</p>	
<p>Correction</p>	<p>ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>

SECTION 1--RULES (Continued)	(1) ITEM
<p style="text-align: center;">DECLARATION OF VALUE--VALUATION CHARGES (Concluded)</p> <p>(f) The following minimum valuation charges will apply to all shipments not released to a value of 60 cents per pound per article (See Note 1):</p> <p style="text-align: center;">TRANSPORTATION VALUATION CHARGE</p> <p style="text-align: center;">50 cents per each \$100 (or fraction thereof) of released valuation.</p> <p style="text-align: center;">STORAGE-IN-TRANSIT VALUATION CHARGE</p> <p style="text-align: center;">10 cents per each \$100 (or fraction thereof) of released valuation. (See Note 2.)</p> <p>NOTE 1: If the shipper wishes to avoid these additional charges, he must enter a released value of 60 cents per pound per article on the shipping document.</p> <p>NOTE 2: No charge shall be made where storage-in-transit of a shipment is undertaken for carrier's convenience.</p> <p>(g) Each shipping piece or package and contents thereof shall constitute one article, except that total component parts of any article taken apart or knocked down for handling and loading in vehicle shall constitute one article for the purpose of determining carrier's liability.</p> <p>NOTE: When an entire shipment is transported in containers, lift vans, or shipping boxes, each shipping package, piece, or loose item not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.</p>	<p>880 (Con- cluded)</p>
<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 style="text-align: center;">Fractions of less than $\frac{1}{2}$ or .50 of a cent, omit.</p> <p style="text-align: center;">Fractions of $\frac{1}{2}$ or .50 of a cent or greater, increase to next whole figure.</p>	<p>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 \$8.70 for each diversion.</p>	<p>90</p>
<p>(1) Certain matter in Item 80 transferred to Original Page 9-B. ø Change, Decision No.</p> <p style="text-align: center;">83640</p>	
EFFECTIVE	
<p style="text-align: center;">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p> <p>Correction</p>	

SECTION 1--RULES (Continued)	ITEM
<p data-bbox="695 926 882 952">ITEM CANCELLED</p>	<p data-bbox="1460 936 1504 963">ø91</p>
<p data-bbox="312 1498 601 1524">ø Change, Decision No.</p> <p data-bbox="716 1526 857 1574">83640</p>	
<p data-bbox="783 1913 898 1939">EFFECTIVE</p>	
<p data-bbox="237 1985 370 2011">Correction</p> <p data-bbox="568 1967 1476 2024">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>	

SECTION 1--RULES (Continued)	ITEM
ITEM CANCELLED	ø91 (Con- tinued)
<div data-bbox="321 1375 613 1403">d Change, Decision No.</div> <div data-bbox="703 1397 850 1446">83640</div>	
EFFECTIVE	
<div data-bbox="256 1955 397 1983">Correction</div> <div data-bbox="581 1936 1481 1989">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</div>	

SECTION 1--RULES (Continued)	ITEM
<p data-bbox="707 836 895 866">ITEM CANCELLED</p>	<p data-bbox="1450 814 1539 888">§91 (Con- cluded)</p>
<p data-bbox="327 1418 614 1448">§ Change, Decision No.</p> <p data-bbox="697 1427 839 1483">83640</p>	
<p data-bbox="796 1880 911 1901">EFFECTIVE</p>	
<p data-bbox="251 1966 383 1987">Correction</p> <p data-bbox="581 1944 1500 2009">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;">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) ** (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 of Probable Cost of Services. (t) Allowable Overage: <ul style="list-style-type: none"> (1) 25 percent of probable cost of services or \$15.00, whichever is greater, on shipments involving rates provided in Items 300 and 320. (2) 10 percent of probable cost of services or \$15.00 whichever is greater, on shipments involving rates provided in Item 330. (u) Total charge on Addendum Order for Service. (v) Maximum charge shipper shall pay when a Probable Cost of Services has been given. (w) Whether payment is to be made by use of credit card. <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>NOTE 1--The provisions of paragraphs s, t, u, v and w of this item are not applicable to transportation of used office and store fixtures as described in Item 20, paragraph (a) (2).</p>	§130
<div style="display: flex; justify-content: space-between;"> § Change) ** Eliminated) Decision No. </div>	
83640	
EFFECTIVE	
<div style="display: flex; justify-content: space-between;"> Correction ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA. </div>	

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) (l) ** (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) Whether payment is to be made in cash, check or by credit card. <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 properly 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>	<p style="text-align: center;">ø145</p>
<p>ø Change) ** Eliminated) Decision No.</p> <p style="text-align: center; font-size: 24pt;">83640</p>	
EFFECTIVE	
Correction	

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 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>(b) 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 60 cents per pound, per article, for the actual weight of any article or articles in a shipment. Protection against loss and damage for shipments not released to a value of sixty (60) cents per pound, per article, may be obtained through application of charges as provided in Item 80 (f).</p> <p>NOTE 5--**</p>	150
<div style="display: flex; justify-content: space-between;"> <div> § Change ** Eliminated </div> <div style="text-align: center;"> Decision No. 83640 </div> </div>	
EFFECTIVE	
<div style="display: flex; justify-content: space-between;"> <div>Correction</div> <div>ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</div> </div>	

SECTION 4--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 _____		City _____	
Street Address _____		City _____		Credit Card of Shipper: Name _____		Number _____	
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	Deduc- tions (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)							
						Total to Collect	
(Concluded in Item 410)							
(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. ☐ Change, Decision No. 83640							
EFFECTIVE							
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.							
Correction _____							

SECTION 4--FORM OF DOCUMENTS (Continued)		ITEM																
(1) SHIPPING ORDER AND FREIGHT BILL FOR UNCRATED USED HOUSEHOLD GOODS AND RELATED ARTICLES (Concluded) (Items 400 and 410)																		
<p>Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$1.25 for each pound of weight in the shipment, whichever is greater.</p> <p>Shipper hereby releases the entire shipment to a value not exceeding</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(to be completed by the person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 cents per pound per article." OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.</p> <p style="text-align: right; margin-right: 100px;">_____ (Shipper)</p> <p style="text-align: right; margin-right: 100px;">_____ (Date)</p>																		
Shippers preferred arrival date or period																		
Shipper _____ By _____	Received by consignee in good condition, except as noted: By _____	Received by carrier in good condition, except as noted: By _____																
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%; padding: 5px;">Total Charges</td><td style="width: 40%; text-align: right; padding: 5px;">\$ _____</td></tr><tr><td style="padding: 5px;">The amount of Probable Cost of Services</td><td style="text-align: right; padding: 5px;">\$ _____</td></tr><tr><td colspan="2" style="padding: 5px;">Allowable Overage:</td></tr><tr><td colspan="2" style="padding: 5px;">Total amount by which charges exceed probable cost of services over and above 2 1/2 percent on distance moves and 10 percent on hourly moves or \$15.00 whichever is greater.</td></tr><tr><td style="padding: 5px;">Total charge on Addendum Order for Service</td><td style="text-align: right; padding: 5px;">\$ _____</td></tr><tr><td style="padding: 5px;">Maximum charge shipper shall pay when a Probable Cost of Services has been given</td><td style="text-align: right; padding: 5px;">\$ _____</td></tr><tr><td colspan="2" style="padding: 10px;">I hereby authorize carrier to assign the freight charges to my credit card account (as named above).</td></tr><tr><td style="padding: 5px;">Signature of shipper or shipper's representative</td><td style="text-align: right; padding: 5px;">Date _____</td></tr></table>		Total Charges	\$ _____	The amount of Probable Cost of Services	\$ _____	Allowable Overage:		Total amount by which charges exceed probable cost of services over and above 2 1/2 percent on distance moves and 10 percent on hourly moves or \$15.00 whichever is greater.		Total charge on Addendum Order for Service	\$ _____	Maximum charge shipper shall pay when a Probable Cost of Services has been given	\$ _____	I hereby authorize carrier to assign the freight charges to my credit card account (as named above).		Signature of shipper or shipper's representative	Date _____	#410
Total Charges	\$ _____																	
The amount of Probable Cost of Services	\$ _____																	
Allowable Overage:																		
Total amount by which charges exceed probable cost of services over and above 2 1/2 percent on distance moves and 10 percent on hourly moves or \$15.00 whichever is greater.																		
Total charge on Addendum Order for Service	\$ _____																	
Maximum charge shipper shall pay when a Probable Cost of Services has been given	\$ _____																	
I hereby authorize carrier to assign the freight charges to my credit card account (as named above).																		
Signature of shipper or shipper's representative	Date _____																	
(1) See Items 31.1 and 130 for application.																		
§ Change, Decision No. 83640																		
EFFECTIVE																		
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.																		
Correction																		

SECTION 4--FORMS OF DOCUMENTS (Continued)	ITEM
<p style="text-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>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>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 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 hours, including minimum weight, minimum charge or other minimum provisions, are based upon an agreed or declared value being specifically stated by the shipper which is not in excess of 60 cents per pound, per article, for the actual weight of any article or articles in a shipment. Protection against loss and damage for shipments not released to a value of sixty (60) cents per pound, per article, may be obtained through application of charges as provided in Item 80 (f).</p> <p>(State whether shipper is to pay charges in cash, check or by authorized credit card, list account number.)</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>8420 (Con- clu- ded)</p>
<p>Change, Decision No. 83640</p>	
<p style="text-align: center;">EFFECTIVE</p>	
<p style="text-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
<p data-bbox="513 345 1042 417">IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS (Continued) (Items 430, 431, 432 and 433)</p> <p data-bbox="241 436 1376 663"><u>Transportation Rates and Released Values.</u> On moves charged for at distance rates, rates are stated in amounts per 100 pounds depending upon the distance involved. On moves of 50 constructive miles or less rates are usually charged in cents per hour. The carrier's charges generally vary according to the released or declared value of the shipment. Under the base rates in Minimum Rate Tariff 4-B issued by the California Public Utilities Commission, the carrier's responsibility for loss and damage caused by it is limited to sixty cents per pound for the actual weight of each lost or damaged article. Most articles are worth more than this, and many are worth a great deal more. *If you wish, your shipment can be released to a declared lump-sum value subject to the valuation charges provided in Item 80.</p> <p data-bbox="241 685 1389 821"><u>Loss or Damage Claims.</u> In the event loss or damage occurs, claims must be filed in writing and must be filed within nine months after delivery of the goods or within nine months after a reasonable time for delivery has elapsed. Specific rules are set forth in the Commission's Minimum Rate Tariff No. 4-B. A copy of the tariff is available for reference at the carrier's place of business and at the Commission's offices at various locations in the State.</p> <p data-bbox="241 843 1348 934"><u>Payment of Charges--Freight Bill.</u> Unless you have made arrangements beforehand for credit, the carrier will require payment in cash or by money order or certified check, before unloading. Be prepared with sufficient funds to pay the actual charges, which may be greater than what was estimated.</p> <p data-bbox="241 956 1334 1067"><u>Distances Moves - Delivery when Actual Charges Exceed Probable Cost of Services.</u> The carrier must relinquish possession of the shipment upon payment of the amount of the probable cost of services plus an additional 2½ percent or \$15.00, whichever is greater, of the probable cost of services, plus the charges for all services and articles listed on the Addendum Order for Service.</p> <p data-bbox="241 1089 1326 1203"><u>Hourly Moves - Delivery when Actual Charges Exceed Probable Cost of Services.</u> The carrier must relinquish possession of the shipment upon payment of the amount of the probable cost of services plus an additional 10 percent or \$25.00, whichever is greater, of the probable cost of services, plus the charges for all services and articles listed on the Addendum Order for Service.</p> <p data-bbox="241 1225 1379 1297">When paying charges, you should obtain a receipt for the amount paid. Such receipt is called a freight bill or expense bill and should set forth all of the facts pertaining to your move.</p> <p data-bbox="632 1338 923 1362">(Concluded in Item 433)</p>	<p data-bbox="1410 843 1463 867">#432</p>
<p data-bbox="307 1430 654 1474">Change) Addition) Decision No. 83640</p>	
EFFECTIVE	
<p data-bbox="216 1989 348 2013">Correction</p> <p data-bbox="566 1965 1455 2013">ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.</p>	

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>										
<p>NAME _____ PHONE NO. _____ DATE _____</p> <p>MOVING FROM _____ MOVING TO _____</p>										
<p>SERVICES REQUESTED: Distance Move <input type="checkbox"/> Hourly Move <input type="checkbox"/> Piece Move <input type="checkbox"/></p>										
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		
Long carry at origin (No.)				SIT insurance						
Long carry at destination (No.)				Shuttle service at origin						
Split delivery				Shuttle service at destination						
Split pickup				Disassembly of items						
Packing material delivery				Assembly of items						
Packing material				Van & 1 man						
				Van & 2 men						
				Overtime or Premium Labor						
				Expedited Service						
				Valuation Charges						
<p>SR : Service Requested SNR : Service Not Requested CNK : Condition Not Known SIT : Storage in Transit</p>										
<p>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"/></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>										
(Concluded in Item 440.1)										
<p>ø Change, Decision No. 83640</p>										
EFFECTIVE										
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.										
Correction										

SECTION 4--FORMS OF DOCUMENTS (Continued)			ITEM
<p>This Is Not a Contract PROBABLE COST OF SERVICES (Items 441 and 441.1)</p>			
ADDRESS OF CARRIER	NAME OF CARRIER	PHONE NUMBER OF CARRIER	
NAME _____	PHONE NO. _____	DATE _____	
MOVING FROM _____	REGION _____	DATE OF MOVING _____	
MOVING TO _____	REGION _____		
CHARGE TO (CORPORATION) _____			
SERVICES REQUESTED: Distance Move <input type="checkbox"/> Hourly Move <input type="checkbox"/> Piece Move <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"/>	
APPROXIMATE Total : Cubic (from Table of _____ cu. ft. @ 7 lbs. per cu. ft. _____ lbs. WEIGHT Foot Measurements)			
LONG DISTANCE MOVING			
Tariff _____	Total Cu. Ft. _____	Miles _____	
Released valuation to be not exceeding _____ cents per lb. per article			
Est. Weight _____ lbs., at _____	per 100 lbs. ----- \$		
No. Flights _____ at _____	per 100 lbs. ----- \$		
No. Long Carriers _____ at _____	" " ----- \$		
Extra Pick Up -- Delivery (circle one) ----- \$			
Haul to -- from storage in transit _____	hours ----- \$		
Storage and Warehouse handling _____ lbs.	a ----- \$		
Piano, type _____ organ, type ----- \$			
Appliances. to service ----- \$			
Other services ----- \$			
PACKING AND UNPACKING			
LABOR, Pack at residence, Estimate _____			
packers _____ hours, at _____ per man hr \$			
Unpack, estimated _____ packers _____ hours			
at _____ per man hour ----- \$			
Delivery of packing material ----- \$			
MATERIAL			
	Quantity	Charge per unit	
Dish packs or barrels _____		\$ _____	
Cartons over 1½ cu. ft. _____		\$ _____	
Cartons over 3 cu. ft. _____		\$ _____	
Cartons over 4½ cu. ft. _____		\$ _____	
Cartons over 6 cu. ft. _____		\$ _____	
Wardrobes -----		\$ _____	
Mattress ctn. single -----		\$ _____	
Mattress ctn. double -----		\$ _____	
Mattress ctn. queen -----		\$ _____	
(Concluded in Item 441.1)			
LOCAL MOVING			
Estimate of hours _____	Load _____	Drive (x2) _____	
	Unload _____	Total hrs. _____	
Moving, Estimated _____ hours for _____ van	and _____ men at _____ per hour ----- \$		
Piano, Type _____ ? No. Flights _____ ? ----- \$			
Bridge or Ferry Tolls (Estimated) ----- \$			
Other Services ----- \$			
OVERTIME RATES: _____			
REMARKS:			
Local Moving ----- \$			
Storage ----- \$			
Long Distance Moving ----- \$			
Packing and/or Unpacking ----- \$			
TOTAL PROBABLE COST-- \$			
(Concluded in Item 441.1)			
# Change, Decision No. 83640 EFFECTIVE			
ISSUED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, SAN FRANCISCO, CALIFORNIA.			

SECTION 4—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. REQUESTS THE FOLLOWING ADDITIONAL SERVICES AND CHARGES.

DATED

WITH (CARRIER'S NAME)

ADDITIONAL ARTICLES AND SERVICES REQUESTED:

Confirmation of shipping instructions, agreement for services, rate quotation, shipping document and/or freight bill and Cert. of Optional Carrier Obligation Document issued at:

Date Serv. Req'd. ☐
 Pack Date ☐
 Delivery Date Req'd. ☐
 Order taken BY: ☐

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 AUTHORITY TO MOVE, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM:

TO:

Floor

Floor

Apt. No.

Apt. No.

Phone

Phone

READ
THIS
CON-
TRACT

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

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

Delivery Instructions

Notifying and Billing Address

Shipment to be made by delivery and delivery and contact method. (If no address or phone is available, write "None")

STORAGE ORDERED

The Company is hereby authorized to wrap and moth treat. A charge will be made for handling in and out of storage and for wrapping, moth treating and accessories services. NOTICE OF CHANGE OF ADDRESS OF DEPOSITOR MUST BE GIVEN TO COMPANY IN WRITING. STORE IN ANY DEPOSITORY IN

Name of

Also subject to order of

SHIPPING

You are hereby authorized to ship and/or act as shipping agent in forward said property over the lines of any authorized carrier, and in make all contracts in connection therewith at the rate based on the hereinafter declared value. PREPAID COLLECT

Requart Via

VACATION For Express shipment

(This does not apply to re-shipment)

and/or Export Declaration ONLY

DESCRIPTION OF GOODS

USED HOUSEHOLD GOODS & PERSONAL EFFECTS

Does Shipper Request Advice of Weight and Charges? YES NO

NOTE: Additional charges for storage, extra handling and transportation will be made if goods are accepted at destination.

Tariff applying to this shipment is PUC 4B or

HUNDREDWEIGHTS

B/P 100 lbs. B/P 1000 lbs. B/P 2000 lbs. B/P 5000 lbs. B/P 8000 lbs.

Min. Wgt. Wgt.

Long Carry

Packed and delivered in

other than ground floor

MOONWATER

Van and

Man S.

Per Hr.

Additional charges if

REQUIRED

PER MAN PER HR.

Calculated on basis of loading and unloading time PLUS DRIVE TIME between point of pickup and

delivery. 50% additional charge for overtime between

Minimum apply on Sat., Sundays and Holidays.

ACCESSORIAL RATES

(Plus all materials used on job and

without time taken and in terminal.)

Packing Crating

Per Man

Per Hr.

Unpacking

Per Man

Per Hr.

Delivery or Pickup of Shipping Containers

S. RA. (2nd of S.)

Min. Chg. Per Deliv. S.

PIECE MOVING

1st Article

Add'l Articles

Miles

Customer's Declaration Value and Limit of Company Liability

Use this space to declare value of goods in shipment to a value of cents per pound per article. The

current maximum liability is \$10,000 and "small" or "fragile" labels will not affect the limit of value declared by the

shipper or on an item not equal to \$1.25 per each pound. If no value is declared in the shipment, the value is \$1.25 per

pound or \$1.25 per article. The value of the shipment is the value of the goods in the shipment.

TO A VALUE NOT EXCEEDING

(SEE INSTRUCTIONS TO THE SHIPPER FOR FURTHER DETAILS)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST SIGN IN THE SPACE ABOVE IN HIS OWN HANDWRITING. EITHER

HE OR AN AGENT OF THE SHIPPER MUST SIGN IN THE SPACE ABOVE IN HIS OWN HANDWRITING. EITHER

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INSTRUCTIONS PACK UNPACK

MATERIALS New ☐ Used ☐ Est. ☐ (If used) RATE AMOUNT

Dishware (Not over 5 cu. ft.)

(Over 5 cu. ft. not over 10 cu. ft.)

Carpets: Less than 1 1/2 cu. ft.

1 1/2 cu. ft.

3 cu. ft.

4 1/2 cu. ft.

6 cu. ft.

8 1/2 cu. ft.

Mattress: Single or Double

King or Queen Size

Chest

Mirror Carpets:

Wardrobe

Crate

TOTAL MAT. AND/OR UNITS

PACKERS NAME HOURS DATE

DELIVERY/PICKUP OF CONTAINER \$

TOTAL HOURS \$ Per Hr.

Packing Unit

Unpacking Unit

APPLIANCES to be serviced If none write "NONE"

Serviced by: Sales Tax

TOTAL PACKING

HOURS CARTAGE \$ Per Hr.

Overtime Hours \$ Per Hr.

Extra Man () Hours \$ Per Hr.

Gross Wt. Lbs. Tare Wt. Lbs.

Net Weight Lbs. \$ Per Cwt.

Flight Charge \$ Per Cwt.

ESTIMATED CHARGES \$ TOTAL

110% (Local) \$ 102 1/2% of Estimate \$ Paid to Apply

HOW PAID cash ☐ check ☐ Balance Due

(Concluded in Item 453.1)

Change, Decision No. 83640

EFFECTIVE

CORRECTION

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

C. 5330, Pet. 66, OSH 71 eak

APPENDIX B

GENERAL ORDER GOVERNING CARGO INSURANCE
AND LIABILITY FOR LOSS AND DAMAGE OF PROPERTY
IN THE POSSESSION OF CARRIERS OF USED HOUSEHOLD GOODS

APPENDIX B

General Order No. 136

PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA

RULES AND REGULATIONS REQUIRING HOUSEHOLD GOODS CARRIERS, HIGHWAY COMMON CARRIERS, RADIAL HIGHWAY COMMON CARRIERS, AND HIGHWAY CONTRACT CARRIERS TO PROVIDE FOR AND THEREAFTER CONTINUE IN EFFECT CARGO INSURANCE AND RULES CONCERNING LIABILITY FOR LOSS AND DAMAGE OF USED HOUSEHOLD GOODS AND RELATED PROPERTY DURING COURSE OF TRANSPORTATION OR STORAGE IN TRANSIT.

Adopted October 22, 1974. Effective November 24, 1974.

Decision No. 83640 in Case No. 5330.

1. Every household goods carrier, radial highway common carrier, highway contract carrier, or highway common carrier (to the extent said carrier is subject to Decision No. 65521, as amended) shall provide and continue in effect, so long as it may be engaged in the transportation of used property under the provisions of Minimum Rate Tariff 4-B, adequate protection in the amount of not less than \$5,000 per shipment to compensate a shipper or consignee for any loss or damage to property for which the carrier may be held legally liable in connection with the transportation service performed under Minimum Rate Tariff 4-B.
2. In the event a carrier elects to assume responsibility for a shipment in an amount which exceeds the cargo insurance which it has obtained, the carrier must, prior to the commencement of its service, 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.

APPENDIX B

3. The protection required under Section (1) hereof shall be evidenced by the deposit with the Public Utilities Commission, covering each vehicle used or to be used in conducting the service performed by each such carrier, of a certificate of cargo insurance, issued by a company licensed to write such insurance in the State of California, or by nonadmitted insurers subject to Section 1763 of the Insurance Code, in lieu of the original policy if such a policy meets the rules promulgated therefor by the Commission, or of a bond of a surety company licensed to write surety bonds in the State of California.
4. The policy of cargo insurance required under Section (1) hereof shall include the following provisions:
 - a. That the policy of insurance, or surety bond, 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.
 - b. 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 under Minimum Rate Tariff 4-B for any such shipment has been completed.
 - c. Automatic reinstatement of coverage following each loss so that there is no diminution of the coverage during the effective period of the policy.

APPENDIX B

- d. That 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.

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.

- 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, that failure to timely file such notice shall not relieve the insurance company of its liability under subparagraph 4.d. above.

APPENDIX B

- 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.
 - g. That the cargo liability shall insure the carrier's liability for all physical losses or damage from external cause while being transported or held in storage-in-transit under Minimum Rate Tariff 4-B, except that policy may contain the exclusions set forth in paragraph 7 hereafter.
 - h. That the policy of insurance or surety bond shall remain in full force and effect until canceled in the manner provided by Section 4 .a. of this General Order.
5. The policy of cargo insurance required under Sections 1 and 2 hereof shall not contain a rule of coresponsibility or coinsurance which would reduce the liability of the carrier for loss or damage to an amount represented by the relationship that the declared value bears to the actual value of the shipment.
6. No carrier or any employee, agent, or representative thereof shall sell or offer to sell or procure for any shipper any kind of insurance under any type of policy covering loss or damage to a shipment or shipments of household goods during the course of transportation or storage in transit by such carrier, but this section shall not preclude such a carrier from procuring in its own name insurance covering its liability for such loss or damage as required under Sections 1 and 2 hereof.
7. The liability of a carrier shall be limited by the following exclusions:
- a. No liability shall be provided for the condition or flavor of perishable articles.

APPENDIX B

- b. No liability shall be provided on bills of exchange, bonds, bullion, or precious metals, currency, deeds, documents, evidence of debt, credit cards, firearms (see Note 1), money, gems, jewelry, watches, precious stones, pearls, gold, silver, or platinum articles (see Note 2), stock certificates, securities, stamp collections, stamps--postage, revenue, or trading--or letters or packets of letters which are not specifically listed on the shipping document by description and value.

Note 1. Liability shall be provided for firearms legally acceptable under the Gun Control Act of 1968, provided that shipper furnishes to the carrier the caliber, make, and serial number of such firearms and that such firearms are packed by carrier at shipper's expense at charges not less than those shown in Minimum Rate Tariff 4-B.

Note 2. Includes gold, silver, and platinum household articles such as silverware, coffee-service sets, trays, candlesticks, and dishes.

- c. No liability shall be provided for loss or damage to articles of extraordinary value except under circumstances where each such article is specifically listed on the carrier's shipping document or inventory of the shipment and specifically designated as an article of extraordinary value and by listing the value thereof, and carrier is afforded the opportunity prior to pick up of the shipment to pack and otherwise provide adequate protection for such article (at carrier's published charges therefor) if the packing by shipper is determined by carrier to be inadequate protection for such article. As used herein, the term "articles of extraordinary value" refers to those articles tendered to a carrier for transportation which because of uniqueness or rarity have a value substantially in excess of the cost of newly manufactured items of substantially the same type and quality apart from such uniqueness or rarity, such as, but not limited to, musical instruments of rare quality or historical significance; original manuscripts, first editions, or autographed copies of books; antique furniture; heirlooms; paintings; sculptures, and other works of art; and hobby collections and exhibits.

APPENDIX B

- d. No liability shall be provided for loss or damage caused by or resulting from:
- (1) An act, omission, or order of shipper, including damage or breakage resulting from improper packing by shipper.
 - (2) Insects, moths, vermin, ordinary wear and tear, or gradual deterioration.
 - (3) Defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or change therein.
 - (4) (I) 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 such government power, authority, or forces; (II) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (III) 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. No liability shall be provided for the mechanical or electrical derangement of pianos, radios, phonographs, clocks, refrigerators, television sets, automatic washers, or other instruments or appliances unless evidenced by external damage to such equipment, or unless said articles or appliances are serviced as provided in subparagraph (1) below. The carrier reserves the right to inspect these articles or appliances to determine whether they are in good working order before accepting them for shipment. Carrier assumes no liability whatsoever for retuning, refocusing, or other adjustments of television sets unless such services were made necessary due to carrier's negligence.

APPENDIX B

- (1) Upon request of shipper, owner, or consignee of the goods, carrier will, subject to (2) below, service and unservice such articles as stoves, automatic washers, and dryers at origin and destination for additional charges no less than those provided in Minimum Rate Tariff 4-B. Such servicing and unservicing does not include removal or installation of articles secured to the premises or plumbing, electrical, or carpentry services necessary to disconnect, remove, connect, and install such articles and appliances.
 - (2) If carrier does not possess the qualified personnel to properly service and unservice such articles or appliances, carrier, upon request of shipper or consignee or as agent for them, shall engage third persons to perform the servicing and unservicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished.
 - (3) Except in instances where prior credit has been arranged, all charges of the third persons must be paid directly by the shipper to said third persons.
- f. No liability shall be provided by virtue of any loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder.
- g. No liability shall be provided for any loss or damage arising out of the 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 either the negligence of the carrier or from fire, lightning, theft, malicious damage, or by collision or overturning of the conveyance.

APPENDIX B

8. Liability of carrier and insurance company for loss or damage shall be subject to compliance by the shipper with applicable provisions of Item 34 of Minimum Rate Tariff 4-B (Claims for Loss or Damage).
9. Any carrier desiring to furnish equivalent protection to the public by means other than those prescribed in the foregoing sections, whether as a self-insurer or otherwise, shall file an application for authority to do so in accordance with the Commission's Rules of Practice and Procedure.
10. Upon cancellation, expiration, or suspension of a cargo insurance policy, surety bond, or equivalent protection under Section 9 hereof, the operative authority of any carrier to transport used property under the provisions of Minimum Rate Tariff 4-B shall stand suspended immediately upon the effective date of such cancellation, expiration, or suspension, until such time as a new surety bond, certificate of insurance, or equivalent protection is filed with the Commission.
11. No carrier shall transport any shipment of used household goods under the provisions of Minimum Rate Tariff 4-B on any public highway in the State during the suspension of its operating authority under Section 10 of this General Order.
12. The operative right or rights held by any highway common carrier shall be subject to revocation in the manner provided by Section 1070 of the Public Utilities Code whenever the operative right of such carrier has been suspended under the provisions of this General Order.
13. The liability of a carrier for any loss and damage to property coming into its possession and for which it is held legally liable shall be based upon the value of the property declared by the shipper and shall be subject to the following provisions:

APPENDIX B

- a. Shipments released to a value of 60 cents per pound per article for the actual weight of any article or articles in the shipment shall be subject to no less than the rates in Items 300, 320, 330, and 340 of Minimum Rate Tariff 4-B.
 - b. Shipments released to a declared lump-sum value for the entire shipment shall be subject to no less than the rates in Items 300, 320, 330, and 340 of Minimum Rate Tariff 4-B, plus a valuation charge as provided in Item 80 for each \$100 or fraction thereof of the released value of the entire shipment.
 - c. For shipments moving subject to the rates in Items 300 and 320 of Minimum Rate Tariff 4-B, if the value declared under (b) is less than \$1.25 times the actual weight (in pounds) of the shipment, such declaration will be ineffective and the shipment will be deemed instead to have been released to a declared lump-sum value equal to \$1.25 times the actual total weight (in pounds) of the shipment.
 - d. For shipments moving subject to no less than the rates in Items 330 and 340 of Minimum Rate Tariff 4-B, if the declared value under (b) is less than \$2,500, such declaration will be ineffective, and the shipment will be deemed instead to have been released to a declared lump-sum value of \$2,500.
14. The shipping document issued for any shipment accepted for transportation at released rates and charges established and maintained under authority of this order shall have printed in distinctive color, in bold-face type on the face thereof, a statement reading as follows:

LONG-DISTANCE MOVES

Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump-sum value declared by the shipper or an amount equal to \$1.25 for each pound in weight in the shipment, whichever is greater.

APPENDIX B

HOURLY MOVES

Unless the shipper expressly releases the shipment to a value of 60 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump-sum value declared by the shipper or the sum of \$2,500, whichever is greater.

The release of value must be entered in the following form directly below and immediately following the foregoing statement, and it must be completed only by the person signing it. (See exception in Section 15.)

Shipper hereby releases the entire shipment to a value not exceeding _____

(To be completed by the person signing below)

NOTICE--DISTANCE MOVES

THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, WHICH MAY NOT BE LESS THAN \$1.25 TIMES THE WEIGHT OF THE SHIPMENT, OR THE WORDS "60 cents per pound per article". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

(Shipper)

(Date)

APPENDIX B

NOTICE--HOURLY MOVES

THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, WHICH MAY NOT BE LESS THAN \$2,500, OR THE WORDS "60 cents per pound per article". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE OF \$2,500.

(Shipper)

(Date)

15. Where the shipper is the employer of the actual owner of the household goods being transported and is responsible for all charges in connection with such a move, the shipper may instruct the motor carrier to release the shipment to either a value of 60 cents per pound per article or to a declared valuation of not less than \$2,500, in the instance of an hourly move or not less than \$1.25 times the weight of the shipment in the instance of a distance move by either of the following methods:
- a. By specification made on a purchase order, or
 - b. By issuing, in advance of the shipping date, appropriate letter of instructions to the carrier. In such instances, the motor carrier may incorporate the instructions by reference to the document in (a) or (b) above in the shipping document in lieu of the personal signature and handwritten statement relating to released rates.

PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

William R. Johnson
By WILLIAM R. JOHNSON, Secretary

APPENDIX C

CERTIFICATE OF CARGO INSURANCE

PUBLIC UTILITIES COMMISSION OF THE
STATE OF CALIFORNIA

San Francisco, California
(Executed in Triplicate)

This is to certify that the _____
(name of insurance company)
(hereinafter called Company) at _____
(address of company)
has issued to _____
(name of motor carrier of household goods)

(address of motor carrier of household goods)

the policy of Cargo Insurance herein described which, by the attachment of Public Utilities Commission of the State of California Endorsement Form TL 671, has been amended to provide the cargo protection authorized or required for motor carriers of household goods pursuant to General Order No. 136-Series 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 Certificate of Public Convenience and Necessity or 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.

Whenever required by the Public Utilities Commission of the State of California, the Company agrees to furnish said Commission a duplicate original of said policy and all endorsements thereon.

This certificate may not be cancelled 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 _____ until cancelled.
(12:01 a.m., standard time at the address
of the insured as stated in said policy)

Countersigned at _____ this _____ day of _____, 19____.

Replaces Policy No. _____ (Signature) _____
(Authorized Representative)

FORM TL 672 (Revised 11/74)

Original

(duplicate)

(triplicate)

Name of Person Signing _____
(Please Type)

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 Motor Carriers of Household Goods Subject to Regulations by the Public Utilities Commission 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 Motor Carrier of Household Goods, with General Order No. 136-Series with reference to making compensation to shippers or consignees of all property belonging to shippers or consignees coming into the possession of such Motor Carrier of Household Goods in connection with its transportation service, and with the pertinent rules 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 or not 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. 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.

APPENDIX D

The liability of the Company for the limits provided in this endorsement shall be a continuing one notwithstanding any recovery hereunder. The Company shall not be liable for an amount in excess of \$5,000, 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 one time and place, whether or not such losses or damages occur while such property is on a motor vehicle or otherwise.

Nothing in this endorsement shall be construed to limit or restrict any coverage otherwise provided by the policy of which this endorsement is made a part.

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

The Company further agrees that such insurance as is afforded by the policy and this endorsement against liability for any loss of or damage to or aggregate of losses or damages of or to the property hereby insured shall not be cancelled, rescinded or suspended, nor shall the cancellation, rescission or suspension of the policy or this endorsement take effect, nor shall the policy or this endorsement become void for any reason whatsoever until the Company shall have first 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' notice to commence to run from the date notice is actually received in the office of said Commission.

The Company further agrees that if the policy shall be cancelled 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 any 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 the policy)

Countersigned at _____ this _____ day of _____, 19____.

By (Signature) _____
(Authorized Company Representative)

Name of Person Signing _____
(Please Type)