

Decision No. 84112

**ORIGINAL**

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. 91  
(Filed December 19, 1974)

O P I N I O N

Minimum Rate Tariff 4-B (MRT 4-B) names minimum rates for the transportation of uncrated used household goods and related articles by highway permit carriers between points in California.

By Decision No. 83640 in Petition for Modification No. 66 and Order Setting Hearing 71 in Case No. 5330, General Order No. 136 (GO 136) was established, which provides regulations pertaining to cargo insurance and loss or damage. Paragraph 7 of GO 136 describes the exclusions from liability in connection with loss or damage to shipments of household goods.

Item 435 of MRT 4-B consists of a notice, relating to loss or damage, which is required to be delivered to all shippers of household goods in intrastate commerce.

By this petition California Moving & Storage Association seeks to amend Item 435 by adding the exclusions from liability set forth in Paragraph 7 of GO 136.

The petition was listed on the Commission's Daily Calendar of December 23, 1974. No objection to the granting of the petition has been received.

It appears, and the Commission finds, that incorporating the exclusions from liability reflected in GO 136 into Item 435 of MRT 4-B would be in the public interest. A public hearing is not necessary. The Commission concludes that the petition should be granted.

O R D E R

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 March 22, 1975, Fifth Revised Page 34-A, Third Revised Page 35-A, Original Page 35-B, and Original Page 35-C, attached hereto and made a part hereof.

2. Tariff publications authorized to be made by common carriers as a result of this order 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 March 22, 1975.

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

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

Dated at San Francisco, California, this 19th  
day of FEBRUARY, 1975.

Vernon L. Sturgeon  
President  
William J. ...  
...  
Leonard ...  
Commissioners

SECTION 4--FORMS OF DOCUMENTS (Continued)	ITEM
<p style="text-align: center;"><b>IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS (Continued)</b> (Items 430, 431, 432 and 433)</p> <p><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 style="text-align: center;">**</p> <p><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><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 24 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><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 \$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>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 style="text-align: center;">(Concluded in Item 433)</p>	432
<p>g Change ) ** Deleted ) Decision No. <b>84112</b></p>	
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<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 style="text-align: center;"><b>IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS</b> (LOSS OR DAMAGE)</p> <p>The Public Utilities Commission requires that this notice shall be delivered to all shippers of household goods in intrastate commerce.</p> <p>This statement is of importance to you as a shipper of household goods and is being furnished by the carrier pursuant to a requirement of the Public Utilities Commission. It relates to the transportation of household goods, in intrastate commerce by motor carriers frequently called "Movers" but here called carriers. Some carriers perform the transportation themselves. Others act as agents for the carriers which do the actual hauling. In some instances, the transportation is arranged by brokers. You should be sure to obtain the complete and correct name, home address, and telephone number of the carrier which is to transport your shipment, and keep that carrier informed as to how and where you may be reached at all times until the shipment is delivered.</p> <p>Before completing arrangements for the shipment of your household goods, all of the information herein should be considered carefully by you.</p> <p><b>LOSS OR DAMAGE</b>--In the event of loss or damage to the shipment, be sure you describe such loss and damage by making notations on the carrier's shipping order or freight bill document. If the driver should refuse to permit you to make such notations, you should report the circumstances and the condition of the articles in writing to the home office of the carrier. The notations made at the time of delivery do not constitute filing a claim in writing. The notations are made to support a claim to be filed later. If loss or damage did occur, you should address a letter to the home office of the carrier and describe the loss and damage. List the articles separately and if you declared a released value of 60 cents per pound per article, show the weight of each damaged article. Obtain and present to the carrier itemized estimates of costs of necessary repairs or replacement. Give the date of your move, the origin and destination of the shipment and the carrier's order number.</p> <p>*Your claim must be filed, in writing, within nine (9) months after delivery of the goods or within nine (9) 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. The carrier is required to acknowledge claims within 30 days and to either pay, decline or make a firm compromise settlement within 120 days of receipt. If some reason beyond the carrier's control delays action on your claim for a longer time, the carrier is required to notify you then as to its status and each 30 days thereafter until final action is taken. *The shipper may also commence a suit in a court of law.</p> <p>The California Public Utilities Commission has no authority to compel carriers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the carrier liable for such loss or damage. If the carrier will not voluntarily pay such claims the shipper may contact the California Public Utilities Commission, Transportation Division, (License Section), for the name of the insurance company providing the cargo insurance. The insurance company may be willing to settle a claim even if the carrier is not. The shipper may also commence a suit in a court of law.</p> <p><b>*LIMITATION OF CARRIER LIABILITY</b> -- Under the provisions of General Order No. 136 of the California Public Utilities Commission, the responsibility of the carrier for loss or damage to a shipment of household goods is limited by the following exclusions:</p> <ol style="list-style-type: none"> <li>No liability shall be provided for the condition or flavor of perishable articles.</li> <li>No liability shall be provided on bills of exchange, bonds, bullion, or precious metals, currency, deeds, documents, evidence of debt, credit cards,</li> </ol> <p style="text-align: center;">(Continued on Following Page)</p>	4435
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<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 (Continued)	ITEM
<p style="text-align: center;"><b>IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS</b></p> <p style="text-align: center;"><b>(LOSS OR DAMAGE) (CONTINUED)</b></p> <p>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.</p> <p><u>Note 1.</u> 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.</p> <p><u>Note 2.</u> Includes gold, silver, and platinum household articles such as silverware, coffee-service sets, trays, candlesticks, and dishes.</p> <p>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 pickup 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.</p> <p>d. No liability shall be provided for loss or damage caused by or resulting from:</p> <ol style="list-style-type: none"> <li>(1) An act, omission, or order of shipper, including damage or breakage resulting from improper packing by shipper.</li> <li>(2) Insects, moths, vermin, ordinary wear and tear, or gradual deterioration.</li> <li>(3) Defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or damage therein.</li> <li>(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.</li> </ol> <p>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</p> <p style="text-align: center;">(Concluded on Following Page)</p>	<p style="text-align: center;">6435 Con- tinued</p>
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Correction

SECTION 4--FORMS OF DOCUMENTS (Continued)	ITEM
<p style="text-align: center;">IMPORTANT NOTICE TO SHIPPERS OF HOUSEHOLD GOODS (LOSS OR DAMAGE) (CONCLUDED)</p> <p>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.</p> <p>(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. 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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p> <p>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.</p> <p>h. Liability of carrier for loss or damage shall be subject to compliance by the shipper with the applicable provisions of Item 34 of Minimum Rate Tariff 4-B (Claims for Loss or Damage).</p>	<p>6435 Con- cluded</p>
<p>           * Change        )            * Addition    ) Decision No.         </p> <p style="text-align: center; font-size: 1.2em;">84112</p>	
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