

Decision 93515 SEP 1 1981

**ORIGINAL**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application )  
of BEKINS MOVING & STORAGE CO. )  
for authority to depart from the )  
minimum rates, rules and regula- )  
tions of Minimum Rate Tariff )  
No. 4-B, pursuant to the )  
provisions of Section 3666 of the )  
Public Utilities Code. )

Application No. 60726  
(Filed July 9, 1981;  
amended July 20, 1981)

O P I N I O N

By this application, Bekins Moving & Storage Co. (Bekins), a permitted used household goods carrier, seeks authority to deviate from the provisions of Minimum Rate Tariff 4-B (MRT 4-B) under Public Utilities (PU) Code Section 5195.<sup>1/</sup> Applicant desires to extend a service which will offer the shipper a guaranteed pickup or delivery on an agreed date.<sup>2/</sup>

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<sup>1/</sup> By amendment applicant has corrected the applicable PU Code Section from Section 3666 to Section 5195.

<sup>2/</sup> Guaranteed Delivery: when requested in writing by shipper, carrier will pick up a shipment at origin on an agreed date and deliver the shipment at destination within a span of two consecutive agreed dates. If pickup or delivery is not made on the agreed dates, carrier will pay the shipper an allowance of \$100.00 for each and every day the pickup or delivery is late. This service is restricted to shipments which exceed 5,000 pounds and moves in excess of 75 miles, and does not apply to shipments moving to or from storage or when a delay is caused by a reason beyond the control of carrier. A written claim for this allowance must be submitted to carrier within 30 days of the delivery date of the shipment.

Bekins has established this guarantee on its interstate used household goods moves and has found the guaranteed service to be in the public's interest removing some of the problems resulting from service failures.

MRT 4-B in Item 162 requires a used household goods carrier to notify the shipper if pickup or delivery is delayed. The item details procedures for the shipper to claim reimbursement for damage because of carrier negligence in failing to pickup or deliver on the date promised.

Bekins will, in offering this guaranteed service, limit the service to shipments which exceed ~~to~~ 5,000 pounds and move in excess of 75 miles. Upon receipt of a written claim Bekins will pay the shipper an allowance of \$100.00 for each day of delay. This \$100.00 will be in addition to any claim for reimbursement of damage to the shipper because of carrier's negligence. SS

Bekins states, "the guaranteed delivery service will be to the public's best interest and cannot adversely affect anyone." Bekins in offering this service intends to continue the using the present rates in MRT 4-B. (Bekins as a permitted carrier may increase its rates without Commission authorization.)

Notice of the filing of the application and amendment appeared in the Commission's Daily Calendars of July 13 and 23, 1981. No protests have been received.

Findings of Fact

1. The proposed item would be in the public interest and alleviate a problem area in the movement of household goods.
2. The following order has no reasonably foreseeable impact on the energy efficiency of highway carriers.
3. A public hearing is not necessary.

Conclusion of Law

The proposed item for a guaranteed delivery is just and reasonable and the application should be granted as set forth in the ensuing order.

IT IS ORDERED that:   O  R  D  E  R  

1. Bekins Moving & Storage Co. is authorized to offer shippers of used household goods the guaranteed delivery plan as proposed in its application.

2. The authority granted shall expire one year after the effective date of this order unless sooner canceled, modified, or extended by further order of the Commission.

This order becomes effective 30 days from today.

Dated SEP 1 1981, at San Francisco, California.

John E. Byrne  
President  
Richard D. Goolsby  
Stanley W. Groun  
Walter E. ...  
Patricia C. ...  
Commissioners