

TO BE RESCINDED

4901:2-19-06

Limitations on the liability of carriers and reimbursement for lost or damaged goods.

(A) Except as otherwise provided by paragraph (D) of this rule, a carrier shall be liable for loss of, or damage to, such goods during transportation by the carrier or while such goods are stored by the carrier. The carrier shall be liable for lost or damaged household goods during pickup and delivery or while such goods are being serviced by any third party engaged by the carrier to perform any services related to the household goods.

(B) A carrier shall not be liable for the transportation of perishable articles that are included in the shipment without the knowledge of the carrier. If a carrier knowingly accepts perishable articles, the carrier may impose reasonable conditions necessary to safely transport perishable articles.

(C) A carrier's rates and charges in its tariff may provide for limitations on the amount that the carrier will reimburse the consumer for lost or damaged goods.

No such limitation will be effective unless the consumer signifies that it elects such limitation by personally initialing the statement on the estimate or the addendum to the estimate as provided by paragraph (E) of this rule and by personally inserting the declared value of the shipment. In the event that the consumer does not elect such limitation by personally initialing the statement on the estimate or the addendum to the estimate, the consumer shall be reimbursed for the depreciated value of any goods lost or damaged, with no limitation as to the total declared value of the shipment.

(D) Except as otherwise provided in this rule, no rule of co-responsibility between the consumer and the carrier may be employed to reduce the liability of the carrier for loss or damage to household goods.

(E) All estimates, or bills of lading in the event no written estimate was prepared, used for any shipment of household goods in this state shall have printed in distinctive color or boldface type on the face of a statement reading the following as applicable:

"Reimbursement for lost or damaged goods.

'Consumer Must Personally Initial Choice for Carrier Cargo Liability'

(_____) I agree to minimal reimbursement for lost or damaged goods. I understand and accept that I will be reimbursed for lost or damaged goods at a minimal amount not exceeding sixty cents per pound per article.

(____) I accept reimbursement equal to the depreciated value of lost or damaged goods. I declare a total depreciated value of \$____ or a minimum of two dollars and twenty-five cents per pound times the weight of the shipment, whichever is greater. I understand that total reimbursements for lost or damaged goods shall not exceed this declared value.

(____) I accept reimbursement equal to the replacement cost for lost or damaged goods. I declare a total replacement value of \$____. I understand that total reimbursements for lost or damaged goods shall not exceed this declared value.

(____) I understand that failure to disclose any article valued at greater than one hundred dollars per pound may limit the carrier's reimbursement liability to this maximum per article."

In the event that a shipment is not weighed in compliance with rule 4901:2-19-07 of the Administrative Code, the declared value of the shipment shall be based solely on the consumer's declaration.

- (F) Notwithstanding the reimbursement rate stated in paragraph (E) of this rule, any consumer who selects depreciated value or replacement cost in the estimate shall have the right to claim reimbursement for the depreciated value or the replacement cost, as appropriate, for any individual lost or damaged article or articles.
- (G) No carrier may accept any shipment for transportation unless the carrier has cargo insurance in an amount equal to the declared value of such shipment.
- (H) The carrier shall use the form prescribed by the commission which can be accessed on the commission's website.
- (I) Nothing in this rule shall be construed as prohibiting the carrier and the consumer from agreeing upon a deductible against any reimbursement for lost or damaged goods in the estimate or the bill of lading, in the event that no written estimate was prepared.
- No such deductible shall be effective unless the consumer signifies that it elects such limitation by personally initialing the following statement on the estimate or the addendum to the estimate:
- (____) I choose a deductible of \$____ against any reimbursement for lost or damaged goods.
- (J) The carrier may reserve the right to repair any damaged goods in lieu of reimbursement to the consumer, provided that this right to repair is expressly included in the estimate or the bill of lading, in the event that no written estimate

was prepared.

- (K) An interstate household goods carrier's liability to the shipper for lost or damage to goods shall be determined by 49 C.F.R. 375.201, 203, 303, 701, 707, and 709 as effective on the date referenced in paragraph (E) of rule 4901:2-19-02 of the Administrative Code.

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CERTIFIED ELECTRONICALLY

Certification

09/06/2011

Date

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