

4901:2-19-06

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

- (A) Except as otherwise provided in this rule, a carrier shall be liable for the replacement value of household goods in the event of loss of, or damage to, such goods during transportation.
- (B) All liability limitations ~~on liability options~~ offered by a carrier must be printed in distinctive color or boldface type on estimates or bills of lading, in the event no written estimate is prepared.
- (C) 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.
- (D) Except as otherwise provided in this rule, no agreement between the consumer and the carrier may be employed to reduce the liability of the carrier for loss of, or damage to, household goods.
- (E) If a carrier wants to offer limited liability, the carrier must offer consumers a choice of at least one, but may offer all three, of the following liability limitation provisions within this paragraph. Limitations offered shall be printed verbatim in distinctive color or boldface type on estimates or bills of lading. No carrier may provide for minimal liability reimbursement of sixty cents per pound without providing the option for the full declared value reimbursement. Limitations offered shall be printed verbatim in distinctive color or boldface type on estimates and bills of lading.

Consumer must personally initial choice

- (1) Minimal liability ~~with option for full declared value for lost or damaged goods.~~

~~Consumer must personally initial choice~~

"() 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 replacement cost of lost or damaged goods. I declare a total replacement value of \$. I understand that total reimbursement 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."~~

(2) Full replacement value option

"() I accept reimbursement equal to the replacement cost of lost or damaged goods. I declare a total replacement value of the shipment to be \$ or a minimum of six dollars per pound times the weight of the shipment, whichever is greater. I understand that total reimbursement for lost or damaged goods shall not exceed this declared value of the shipment. 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."

(2) Depreciated value for lost or damage goods

~~Consumer must personally initial~~

~~"() I accept reimbursement equal to the depreciated value for 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 reimbursement for lost or damaged goods shall not exceed this declared value."~~

(3) Replacement value for lost or damaged goods

~~"Consumer must personally initial~~

~~"() I accept reimbursement equal to the replacement cost of lost or damaged goods. I declare a total replacement value of \$ or a minimum of six dollars per pound times the weight of the shipment, whichever is greater. I understand that total reimbursement 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."~~

(F) No limitation will be effective unless the consumer initials, and where appropriate, inserts the declared value on, the statement on the estimate or bill of lading.

(G) Should the consumer not elect any limitation, the consumer shall be reimbursed for the replacement value of any lost or damaged goods, with no limitation as to the total declared value of the shipment. Any additional charges or credits related to the change in liability option shall be disclosed as a line item on the bill of lading and the estimate. If the cost was not disclosed prior to shipment, then no additional charge shall be charged to the shipper.

(H) 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.

- (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.
- (J) 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:

"Consumer must personally initial

(__) I choose a deductible of \$__ against any reimbursement for lost or damaged goods."
- (K) 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.
- (L) An interstate household goods carrier's liability for loss of, or damage to, household 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.

Replaces: 4901:2-19-06

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Certification

Date

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