

TO BE RESCINDED

4901:2-19-08 **Estimates by the carrier.**

- (A) Except as provided in paragraph (K) or (L) of this rule, carriers must provide written estimates of the cost of such moves. All estimates, addenda to estimates and modifications or changes to estimates shall be in writing in plain and understandable english and shall constitute the contract covering such move. Estimates shall clearly describe the shipment, all services to be provided and all charges to be assessed for the shipment and associated services. Estimates may be offered on a nonbinding, binding or guaranteed-not-to-exceed basis, and the written estimate shall clearly specify whether it is made on a nonbinding, binding or guaranteed-not-to-exceed basis in the manner set forth in Chapter 4901:2-19 of the Administrative Code.
- (B) A consumer shall accept the binding or not to exceed estimate by signing on the signature line provided for in paragraph (F)(8) of this rule. The carrier shall retain at least one copy of the estimate and shall provide one copy of the estimate, signed by both parties, to the consumer. Following acceptance of the binding or not to exceed estimate by the consumer, both the carrier and consumer shall be contractually bound by the estimate. The carrier may require the consumer to provide a deposit upon acceptance of the estimate by the consumer.
- (C) A carrier may provide a nonbinding estimate of the approximate costs of transporting such goods. Nonbinding estimates shall be provided only after a visual inspection of the goods by the estimator. The carrier may charge a reasonable fee for performing the visual inspection, provided that this fee is disclosed to the consumer prior to the visual inspection and the amount of the fee shall be credited to the shipment's rates and charges if the consumer accepts the carrier's estimate. All nonbinding estimates shall be reasonably accurate and in accord with the carrier's tariff. The final charges on shipments moved after a nonbinding estimate shall be determined by the carrier's tariff applicable to such transportation.
- (1) A nonbinding estimate shall clearly indicate on its face, in boldface type or a contrasting color, the following statement: "This estimate is a nonbinding estimate. If this estimate is accepted, the cost may exceed, or be less than, the amount contained in this estimate."
- (2) A nonbinding estimate must contain the rates, charges and provisions of the carrier's tariff which are applicable to the shipment for which the estimate is made. All rates and charges shall be clearly and explicitly stated per unit in U.S. dollars and cents. Rates may be stated in any measurable unit verifiable by the consumer.
- (3) A consumer may waive its right to a visual inspection by personally signing a

waiver on the estimate. Such waiver must include the following statement: "I hereby waive my right to a visual inspection by the carrier for this nonbinding estimate. I acknowledge that the carrier did not inspect my household goods prior to the time the estimate was prepared, and I understand that I may be liable for additional charges for any additional goods or services not specified in this nonbinding estimate."

- (D) A carrier may provide a binding estimate of the costs which the consumer will be required to pay for the services included in the estimate. A binding estimate shall clearly indicate on its face, in boldface type or a contrasting color, that the estimate is binding on the carrier for the household goods and services identified on the estimate and that the charges shown are the charges that will be assessed for the services identified in the estimate.
- (E) A carrier may provide for an estimate on a guaranteed-not-to-exceed basis. In a guaranteed-not-to-exceed estimate, the carrier shall specify the maximum charge which the consumer will be charged for the shipment. The consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate or the charges determined by applying the carrier's tariff.
- (1) A guaranteed-not-to-exceed estimate shall clearly indicate on its face, in boldface type or a contrasting color, that the consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate for the household goods and services identified on the estimate or the charges determined by applying the carrier's tariff.
- (2) A guaranteed-not-to-exceed estimate must contain the rates, charges and provisions of the carrier's tariff which are applicable to the shipment for which the estimate is made. All rates and charges shall be clearly and explicitly stated per unit in U.S. dollars and cents. Rates may be stated in any measurable unit verifiable by the consumer.
- (F) All estimates shall contain the following, in writing:
- (1) The name, address and certificate number of the carrier that is to perform the transportation service and the name and signature of the person preparing the estimate and the date on which the estimate is made. For nonbinding estimates only, the following statement must be indicated above the signature of the person preparing the estimate: "This is an estimate only. Actual charges will be based upon services provided."
- (2) The name and address of the consumer.

- (3) The origin and the destination of the proposed shipment; if the estimate is made based upon the miles between the origin and the destination, the mileage must be listed.
 - (4) The estimated total weight of the shipment if the carrier's rate is based on the weight of the shipment.
 - (5) A statement of the specific methods of payment that the carrier will accept on delivery.
 - (6) All costs related to storage time.
 - (7) The planned pickup and delivery dates for the shipment; in the event that the pickup and delivery dates have not been determined by the consumer, the estimate must indicate "telephone notification" in the space provided for the pickup and delivery dates.
 - (8) A signature line for the consumer to sign to accept the estimate. The following statement must be entered in boldface type or contrasting color above the signature line: "I accept the above estimate by _____ (carrier). I understand that by accepting this estimate, I am entering into a contract with _____ (carrier) to perform the work described in the estimate." The signature line must include the date on which the estimate was accepted.
 - (9) The total estimated cost for the shipment.
- (G) The carrier shall give to the consumer information on the consumer rights and responsibilities under this chapter on the carrier's written estimate.
- (H) No provision contained in any tariff filed by the carrier or on the bill of lading accompanying a shipment of household goods shall be considered binding upon the consumer unless it is also disclosed to the consumer in the estimate for such shipment.
- (I) If, at the time the shipment is picked up or delivered, a consumer tenders additional household goods or requests services which were not identified in the original estimate, the carrier may, prior to loading or unloading the additional household goods or providing the additional services, reaffirm the original estimate or provide to the consumer an addendum estimating the charges for the additional household goods or services. Any such addendum to the estimate must conform to all of the

provisions of this rule. If the carrier loads or unloads the additional household goods or provides the additional services without providing an addendum to the consumer and obtaining the signature of the consumer or its representative, the carrier will be presumed to have affirmed the original estimate. In the event that the consumer or its representative are not available to sign the addendum, the carrier must advise the consumer or its representative by telephone of the terms of the addendum and enter "telephone authorization received" in the space for the consumer's signature.

- (J) A carrier may provide a nonbinding oral estimate in lieu of a written estimate when the consumer requests an estimate five days or less prior to the scheduled move. In the event that the carrier provides an oral estimate pursuant to this paragraph, the carrier must prepare a bill of lading containing all material terms and conditions pertaining to the shipment including the total estimated charges for the move.
- (K) A carrier may provide a binding, nonbinding, or guaranteed-not-to-exceed oral estimate in lieu of a written estimate when the total charges for the oral estimate equals five hundred dollars or less. In the event that the carrier provides an oral estimate pursuant to this paragraph, the carrier must provide a bill of lading containing all material terms and conditions pertaining to the shipment.
- (L) Estimates for shipment of household goods provided by interstate household goods carriers shall be determined by 49 C.F.R. 375, 401 to 409 as effective on the date referenced in paragraph (F) of rule 4901:2-19-02 of the Administrative Code.

Effective: 09/16/2011

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CERTIFIED ELECTRONICALLY

Certification

09/06/2011

Date

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