

these regulations, the statutory definition is controlling.

AMSA also comments about this section's definition of an "individual shipper or householder," contending that it does not correspond to the definition of an individual shipper contained in 49 U.S.C. 13102(10)(A). It provides, in addition to owning the goods being transported, the individual shipper is also the party paying for the move. This "arranged and paid for by the householder" provision serves to distinguish moves on behalf of individual shippers from those paid for by national accounts "corporations" for their employees as identified in 49 U.S.C. 13102(10)(B). AMSA states that national account shippers differ from individual shippers in that orders for service are not required (purchase orders or other similar documents are frequently issued in lieu of orders for service). National accounts also often have relocation policies that conflict with or supersede certain requirements of the existing regulations. Since this is an important distinction, AMSA believes, it suggests we change the wording of this provision to accurately define an individual shipper as follows:

"Individual shipper or householder" means any person who is the consignor or consignee of a household goods shipment identified as such in the bill of lading contract, who also owns the goods being transported and pays the moving charges.

AMSA believes the agency should modify the definition of "reasonable dispatch" to make it clear that shippers are liable for charges related to additional services they request or require, as follows:

For example, if you deliberately withhold any shipment from delivery after an individual shipper offers to pay the binding estimate or 110 percent of a non-binding estimate, plus the costs for additional services that were performed en route or at destination which were necessary to complete the transportation, you have not transported the goods with reasonable dispatch.

Response to Comments

We agree with AMSA's suggestion to eliminate proposed subparagraph (2) from the definition of "transportation of household goods." In the interim final rule we have combined the definitions for "household goods" and "transportation of household goods." This is consistent with 49 U.S.C. 13102(10). We believe the AGCT recommendation regarding "transportation of household goods" could have an unintended consequence for many individual shippers. If the agency were to adopt its

recommendation, a mover may be able to convince an individual shipper that a mover or its agents, and only a mover or its agents, could handle the shipper's goods for loading at the point of pickup, unloading at the point of delivery, and all handling in between whether in storage or in transit. Depending on how the individual shipper contracts for moving services, other companies or the shipper herself may perform the other services.

Movers and their agents perform many services, including what AMSA states on page 36 of its comments as "the precise requirements necessary to properly remove the contents of a residence, secure them in an over-the-road vehicle and effect delivery at the new residence" that "can result in additional services which, in turn, require the assessment of additional charges."

The individual shipper may determine he/she wants to perform the additional services or have another party do them. Adopting the AGCT's comments may have the unintended consequence of having a disreputable mover claim to be the only entity that can handle the shipper's goods. FMCSA does not question that reputable movers and their reputable agents perform these extra services with value to the shipper, but the shipper may be on a tight budget, and the shipper may choose not to have the mover perform those "precise requirements necessary to properly" effect delivery.

We do not agree with AMSA's suggested change to the definition of "reasonable dispatch" because the change would imply that carriers could demand payment for additional services before delivery. Under this interim final rule, the most that a carrier could demand before delivery is 100 percent of a binding estimate or 110 percent of a non-binding estimate.

The agency has adopted AMSA's comments regarding the definition of "advertisement" and "individual shipper." We also removed the exclusion of advertisements on radio and television from the definition and clarified that Yellow Pages advertising is included in the definition. FMCSA also has chosen to keep the definitions for "Commercial shipper" and "Government bill of lading shipper" the same as in the current rules. We are moving the definition of "Certified scale" from proposed § 375.507 to this section. Finally, we are adding new definitions to explain the terms "Tariff" and "Surface Transportation Board."

Section 375.201 What Is My Normal Liability for Loss and Damage When I Accept Goods From an Individual Shipper?

The AGCT recommended the title of the section should be changed from "loss and damage" to "loss or damage" to clarify the differences between contractually agreed upon increases in the carrier's liability and the availability of insurance coverage. The AGCT believes we should require the carrier to disclose the limits of its liability in a clear, concise manner and preclude a carrier from characterizing contractually agreed upon increases in liability as "insurance." AGCT also believes the rules should provide that a carrier may have additional liability if it sells excess liability insurance. It is unclear to AGCT whether the proposed rule used the term "excess liability insurance" as it is normally used in the insurance industry or as a term of art meaning insurance in excess of the carrier's liability as limited by its released rates. If FMCSA intended to define insurance in excess of the carrier's liability as limited by its released rates, AGCT recommends we should simply refer to it as "liability insurance."

AMSA believes that the AGCT suggestion that we clarify language in § 375.201 to explain the difference between carrier liability under released rates orders (RRO) and the availability of excess liability insurance is unnecessary. Section 375.201 is directed to movers and AMSA believes we intended to restate the mover's understanding of the parameters of liability. AMSA believes movers do not require additional explanations along these lines to understand their liability.

AMSA comments that paragraph (a) of this section, which states the mover is legally liable for loss or damage occurring during the transportation of household goods, should be modified to eliminate confusion as to the full extent of a mover's liability. Proposed paragraph (a) reads as follows:

(a) In general, you are legally liable for loss or damage if it happens during performance of any one of the following three services identified on your lawful bill of lading:

(1) Transportation of household goods.

(2) Storage-in-transit of household goods, including incidental pickup or delivery service.

(3) Servicing of an appliance or other article, if you or your agent performs the servicing.

AMSA proposes revising paragraph (a) to read as follows:

(a) In general, you are legally liable for loss or damage if it happens during