

performance of any transportation of household goods and all related services identified on your lawful bill of lading.

AMSA comments that paragraph (c) of this section provides that the mover may incur additional liability if it sells excess liability insurance. AMSA states when a mover arranges for the purchase of insurance and a shipment is transported under separate liability insurance, the mover's liability is specifically limited to 60 cents per pound per article. AMSA believes the regulations provide for no additional coverage by the mover unless the mover fails to issue a copy of the insurance policy or other appropriate evidence of insurance as explained in proposed § 375.303(h). Given these circumstances, AMSA recommends we delete this provision.

Response to Comments

We do not agree with AGCT's suggestion to change "loss and damage" in the title of the section to "loss or damage" because we believe the words are interchangeable and essentially mean the same thing. We agree with AMSA's comments on paragraph (a). By using the phrase "and all related services" we can eliminate subparagraphs (a)(1)–(a)(3). This clarifies that the mover has liability for any services offered in the bill of lading.

We are also adopting the AGCT's comments to change "excess liability insurance" to "liability insurance." We agree with AGCT concerning the need for additional explanations regarding carrier liability in this section and have included appropriate language in § 375.201(d). We do not agree with AMSA's comments concerning paragraph (c). Paragraph (c) builds upon proposed § 375.303(h) by noting the full liability the carrier may be subject to if it fails to issue a copy of the insurance policy or other appropriate evidence of insurance as explained in proposed § 375.303(h). Thus, we are keeping the provision, but have added clarifying language concerning § 375.303(h) (§ 375.303(g) in this interim final rule).

In addition, FMCSA is replacing the reference in paragraph (b) to the 1993 released rates order with a more generic reference. This order was recently amended, effective May 12, 2002. Because Surface Transportation Board released rates orders may change over time, the regulations should not be date-specific in referencing such orders.

Section 375.203 What Actions of an Individual Shipper May Limit or Reduce My Normal Liability?

AMSA comments that paragraph (a) provides that the inclusion of perishable

household goods in a shipment without notice to the mover relieves the mover of liability. It suggests that to comport with generally applicable tariff provisions that allow the mover to limit liability when perishables are disclosed and accepted for transportation, this provision should be expanded to include reference to hazardous and dangerous articles, as follows:

If an individual shipper includes perishable, dangerous or hazardous articles in the shipment without your knowledge, you need not assume liability for those articles or for the loss or damage caused by their inclusion in the shipment. If the shipper requests that you accept such articles for transportation, you may elect to limit your liability for any loss or damage by appropriately published tariff provisions.

AMSA believes paragraph (b), by including reference to units of weight and measure in metric terms with the Imperial equivalent expressed parenthetically, will prove unduly confusing to both individual shippers and the moving industry. It recommends that until such time as the metric system is more commonly recognized in the United States, the terms should be reversed, with the metric equivalent shown in parenthesis.

Response to Comments

We have adopted AMSA's comments concerning dangerous and hazardous articles. This change also comports with 49 CFR 175.25 concerning passengers transporting dangerous or hazardous materials in airline baggage and 18 U.S.C. 1716 and U.S. Postal publication number 52, July 1999 (available at <http://www.usps.com/cpim/ftp/pubs/pub52.pdf> and <http://www.usps.com/cpim/ftp/pubs/pub52.htm>) concerning hazardous, restricted, and perishable articles being proper for mailing. We have also placed a warning similar to § 175.25(a)(1) in Appendix A to part 375—Your Rights and Responsibilities When You Move (YRRWYM), noting that the mover may limit its liability for the transportation of such materials in household goods.

The National Institute of Standards and Technology (NIST) has advised FMCSA that we should primarily use SI (metric) measurements. The Omnibus Trade and Competitiveness Act of 1988 cites metric units before inch-pound units where both units appear together and places separate sections containing requirements in metric units before corresponding sections containing requirements in inch-pound units. In some cases, however, trade practice is currently restricted to the use of inch-pound units; therefore, some NIST requirements continue to specify only

inch-pound units until the National Conference of Weights and Measures achieves a broad consensus on the permitted metric units. In accord with NIST policy, FMCSA will use trade practice until the National Conference on Weights and Measures achieves a broad consensus on the permitted metric units.

Section 375.205 May I Have Agents?

The AGCT comments that we should require disclosure of any agency relationships to a shipper. AMSA does not object to such a requirement since it is normal industry practice to explain agency relationships. In fact, subpart B of YRRWYM contains an explicit explanation that alerts shippers to the existence of these relationships.

Response to Comments

We note that requiring disclosure of any agency relationships to a shipper would subject us to additional information collection requirements of 5 CFR part 120 for that disclosure. We note the largest motor carriers have agents and transport the most household goods shipments. Since we explain in the YRRWYM that motor carriers may have agents and AMSA believes it is normal industry practice to make such disclosures, we believe it is not necessary to require a separate notice for shippers. We believe shippers have plenty of notice that agency relationships may exist and may ask about them. If a mover transports a shipment that used the services of an agent, and the agent acted upon, or omitted, items in its performance of such transportation, the shipper has the right to file a complaint with us against the motor carrier or the agent.

Section 375.209 How Must I Handle Complaints and Inquiries?

NACAA supports the requirement that movers maintain a procedure for handling complaints. The AGCT requested that FMCSA impose an explicit affirmative requirement upon a mover to respond promptly and appropriately to complaints by a shipper.

AMSA disagrees with the AGCT because:

* * * as the [AGCT] concedes, the proposed language contemplates that movers maintain internal systems that are responsive to shippers' complaints. The requirement that telephone numbers be furnished to shippers is sufficient to ensure ready access to the mover's system and, obviously, what may constitute an "appropriate" response is dependent upon the facts of each situation. This is not a matter that warrants a more explicit attempt to regulate.