

necessary to have a form from requiring that form and we would require the mover provide it upon the individual shipper's request.

We note, in response to comments by NACAA and OCC, that consumers have numerous remedies available to them before entering the arbitration process or if carriers fail to establish and maintain arbitration processes. As the 25AG note, consumers, NACAA, and the OCC should know of the consumer's right to decline from participating in arbitration, and, instead, pursue court action under 49 U.S.C. 14704. We believe it is not necessary to inform movers of this right in part 375 since AMSA has shown through its comments that its members have a good understanding of the statute. FMCSA has added this information to the YRRWYM appendix, though, to be provided to shippers for their benefit.

NACAA should not be surprised about our position regarding our limited role in dispute resolution. The Congress, as the NPRM noted, provided a clear understandable directive against allocating scarce resources to resolve private disputes and indicated that our primary role was to oversee the regulations. The GAO report also noted this Congressional directive.

We are not adopting the NACAA recommendation that the regulations require that other Federal, State, and local agencies retain jurisdiction over movers' acts and practices. This can be accomplished only by statute, not through these regulations.

#### *Section 375.213 What Information Must I Provide to a Prospective Individual Shipper?*

NACAA supports requiring movers to provide all prospective customers with the YRRWYM booklet. NACAA further believes movers should be required to insert their prior two years arbitration reports in YRRWYM to enable consumers to examine the claims history of a prospective mover. It believes the expense to movers will be negligible. It also recommends that all movers post annual arbitration reports on the Internet with references to their web site in YRRWYM and that FMCSA audit these arbitration reports.

The AGCT suggests requiring movers to provide a prospective shipper with a copy of a blank uniform bill of lading used by the mover before loading the shipment, to give the shipper an opportunity to review and ask meaningful questions about the terms listed on the form. It also would require movers to provide copies of their tariffs to properly inform the consumer of

possible charges that may be levied by the mover.

The Consumers Union recommends that the information required by this section be provided at the time an estimate is given rather than before an order for service is executed.

AMSA believes the AGCT's recommendation that movers be required to provide a blank bill of lading and their tariffs to prospective shippers is unrealistic and burdensome. AMSA alleges that industry data indicates that roughly three shipment surveys are performed for each shipment booked. AMSA did not provide the data for the docket. AMSA believes requiring the distribution of bills of lading and tariffs containing several hundred pages of technical matter to prospective shippers would burden shippers and movers alike. In any event, Congress has addressed this issue by requiring in 49 U.S.C. 13702(c)(1) that movers provide notice of the availability of their tariffs for shippers who would elect to examine tariff provisions related to their move.

Consumers Union strongly urges FMCSA to redraft YRRWYM into even plainer language. As one example it states that subpart K should be at the front of the pamphlet.

AMSA disagrees with the Consumers Union. The proposed YRRWYM publication is a substantial revision of the former ICC publication. AMSA believes it significantly clarifies many points that are important to consumers in language that represents a major improvement over the former ICC language.

#### *Response to Comments*

FMCSA will adopt the specific recommendation provided by the Consumers Union by moving Subpart K to the front of the pamphlet.

In the interim final rule, FMCSA has added a paragraph (a)(3) requiring movers to provide notice of the availability of the applicable sections of their tariffs for shippers' examination or have copies sent to them upon request. FMCSA believes this addition provides shippers with adequate information to assist themselves in asking informed questions.

To require significant additional consumer information be provided by carriers, as recommended by some commenters (arbitration reports, blank bills of lading, complete copies of tariff) at the time an estimate is given, would add significant burdens on carriers beyond anything proposed in the NPRM. Since shippers frequently obtain more than one estimate, the additional burden on carriers could be multiplied

several times. Also, because most tariffs are voluminous documents, FMCSA believes that it is beneficial to both shippers and carriers to limit the additional requirements in paragraph (a)(3) to the applicable sections of the tariff.

#### *Section 375.215 How Must I Collect Charges?*

The OCC recommends the option of pre-payment be made available at the shipper's election, especially for weight-based shipments. The mover would insure an accurate weight before shipping to protect its weight-based revenues. The shipper, in turn, would have more confidence in the weight and pre-payment of freight charges would eliminate unexpected destination or other charges.

AMSA questions whether OCC's recommendation would serve the interests of shippers. Section 375.401(a)(1) of the proposed regulations provides a mechanism for guaranteed charges. Shippers have the option of electing to tender their goods under a binding estimate and, in fact, many exercise that option. AMSA states that its data indicates that 47.2 percent of all COD consumer shipments were transported under binding estimate tariff provisions in 1996. (AMSA did not provide this data for the docket.) AMSA believes that authorizing payment of transportation charges in advance of the actual delivery of goods could provide unscrupulous movers with the opportunity to deceive shippers. As a case in point, it notes the experience of Ms. Josephine Meany, whose complaint is included in the NACAA comments. Unfortunately, Ms. Meany paid thousands of dollars to an unlicensed mover for what amounted to essentially no service. Her son's goods were not transported to the intended destination and she was forced to hire and pay a second mover to transport the goods. AMSA urges that we reject the OCC recommendation.

#### *Response to Comments*

FMCSA agrees with AMSA. The shipper may not know at the time he or she contracts for transportation whether circumstances related to the move may cause additional freight charges beyond those agreed upon at origin. The mover should not be held accountable for poor planning on the shipper's part. FMCSA, however, has added regulatory text to the interim final rule that specifies that all rates and charges for the transportation and services rendered must be in accordance with the mover's applicable tariff in effect, including the method of payment.