

shipper's agreement to waive the written estimate requirement must also include collection or credit arrangements acceptable to the shipper for payment of the total charges. The waiver agreement must be in writing and signed by the shipper before the shipment is loaded, and a copy must be retained as an addendum to the bill of lading.

AMSA believes for situations other than short-notice shipments, the provisions of § 375.407 that have been designed to deal with "hostage shipments" are a welcome addition to the proposed regulations. AMSA routinely receives complaints from desperate shippers whose shipments are being held by unscrupulous movers to be exchanged for the payment of charges in excess of the 110 percent maximum. If the government enforces these provisions, AMSA asserts, many complaints of this nature will be eliminated.

In response to AGCT's suggestion that the term "guaranteed delivery price" be used in this section and throughout in lieu of "binding estimate," AMSA notes the term "binding estimate" is rooted in the underlying statute, 49 U.S.C. 13704(a)(1).

Response to Comments

We did not require that a personal visit had to be made to execute the written estimate when we proposed the section regarding written estimates. We believe a written estimate could be executed after any telephone interview with a prospective shipper. Whatever the estimator estimates the total to be and communicates it to the shipper, the estimator would follow it up in writing.

We believe that the requirement to provide a written non-binding estimate, subject to the 110 percent rule, would cause some movers to make more accurate estimates for short notice shipments. This is because the incentive to add charges for additional services should be less when a carrier would not have to be paid for at least 30 days after delivery, and when the additional charges could be disputed by the shipper. This should provide shippers with a more accurate estimate to compare to other movers. Shippers would then be in a better position to compare and pay a more realistic amount than what some movers have allowed their agents to estimate.

In the interim final rule, we have added a requirement that the mover provide each shipper with an explanation in writing of the formula used when an estimate is given in terms of volume and then converted to weight. We have added a requirement that the mover specify the final charges will be based on actual weight and services,

subject to the 110 percent rule at delivery.

We have also added a requirement that the mover must determine charges for any accessorial services such as elevators, long carries, *etc.*, before preparing the order for service and the bill of lading. If the mover fails to ask the shipper about such charges and fails to determine such charges before preparing the order for service and the bill of lading, the mover must deliver the goods and bill the shipper after 30 days for the additional charges.

In addition the interim final rule contains a new paragraph (b) specifying that, at the time the estimate is presented, the mover must specify the form of payment that it will accept at delivery.

To clarify the role of household goods brokers in the estimating process, FMCSA has added a new § 375.409, discussed below.

Section 375.403 How Must I Provide a Binding Estimate?

The AGCT suggests requiring all carriers include a binding estimate provision in their tariffs and to provide a binding estimate if requested by the consumer. It suggests the rules should not allow carriers to unilaterally refuse to honor the binding estimate and carriers should be required to provide the service as originally agreed on. It recommends that carriers be permitted to negotiate with the consumer for any additional services requested at the time of pickup, either as a binding or non-binding estimate, and that the rules should affirmatively require carriers to inquire of site conditions at the destination or other matters which may result in the imposition of additional charges at the delivery point. If the carrier fails to ask whether there are any long flights of stairs, AGCT states, the carrier should "not be permitted to charge for any additional services at the destination which may have reasonably been anticipated and not listed as an additional charge in its estimate. This is reasonable, since the carrier has experience in this area, and knows such services often require additional charges."

The AGCT believes carriers should be required to relinquish possession and bill the consumer for such additional services rather than demand immediate payment at the time of delivery.

AMSA comments about paragraph (a)(5), which provides three options for the carrier if the shipper tenders additional household goods or requests additional services that were not included in the original binding estimate. While the first three options

will cover most situations, AMSA writes, other circumstances may result in a failure between the mover and the shipper to agree to a price for the additional services. Therefore, AMSA believes it is appropriate to include a fourth option to address this situation as follows:

(iv) If an agreement cannot be reached as to the price and/or service requirements for the additional goods or services, you are not required to service the shipment.

Paragraph (a)(7) provides that the carrier may require full payment for additional services requested by the shipper or required to be performed at destination (such as stair carry, long carry, storage, *etc.*). AMSA notes that during a typical moving scenario, the shipper may also request additional services while a shipment is en-route, such as a diversion with an extra pickup or delivery to a friend or relative at an intermediate point. AMSA believes that the proposed language should be clarified to accommodate such requests as follows:

(7) If the individual shipper adds or requires additional services en-route or at destination to complete the transportation, and the services fail to appear on your estimate, you may require full payment at the time of delivery for such added services.

AMSA states that AGCT's proposal that carriers be required to include a binding estimate provision in their tariffs conflicts with the permissive authority conferred by 49 U.S.C. 13704(a)(1) and 14104(b)(1), which provide that carriers "may" provide binding estimates of charges.

AMSA believes that the AGCT's suggestions reflect a failure to understand the operational conditions carriers often confront in order to properly service shipments. During a typical move, additional services may be required to complete the move or the shipper may request additional services while the shipment is en-route or before delivery. Since the transportation of household goods is a labor intensive process, the failure of the shipper to properly inform the carrier of 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, can result in additional services which, in turn, require the assessment of additional charges.

AMSA asserts that owner-operators perform the majority of the labor services that are required to load, transport, and unload household goods shipments. These individuals cannot, nor should they be expected to, perform their services without compensation or