

destination when the carrier arrives for delivery, then the carrier can attempt to negotiate different payment terms for the cost of additional services; however, the carrier must deliver the shipment.

We disagree with AMSA that when the individual shipper adds or requires additional services en-route or at destination to complete the transportation, and the services failed to appear on the mover's binding estimate, the mover may require full payment at the time of delivery for such added services. We believe the better approach is to allow the binding estimate to be paid on delivery and the additional charges be billed at least 30 days after delivery. By requiring the mover to determine the appropriate accessorial charges before loading the shipment and permitting the carrier to refuse servicing the shipment before loading, the problem of inaccurate estimates because of surprise charges and services at destination will be minimized. If new charges or services do occur, we will require the individual shipper to pay them, but only after a period when the individual shipper has had the opportunity to establish his or her financial relationships in the new community. Requiring an individual shipper to raise hundreds, if not thousands, of dollars at the destination in a very short time can cause a severe hardship.

Section 375.405 How Must I Provide a Non-Binding Estimate?

NACAA supports movers retaining shipping records, including written cost estimates, for a period of one year. The Consumers Union believes the rules should require that carriers give consumers a maximum price with a non-binding estimate. The Union suggests allowing a carrier to self-determine how it provides the maximum price, whether through a simplified tariff schedule handed to the consumer, or by calculating a maximum price above the estimate. It asserts that information about a maximum price enhances the consumer's ability to compare carriers.

AMSA believes consistency requires expanding proposed paragraph (b) to address the circumstances presented when changes occur in the services required to transport a shipment that moves on a non-binding estimate just as is provided by § 375.403(a)(5), (6), and (7) for binding estimate shipments. AMSA recommends adding the following similarly worded paragraphs to paragraph (b):

(7) If it appears, before loading, that an individual shipper has tendered additional household goods or requires additional

services not identified in the non-binding estimate, you are not required to honor that estimate. However, before loading the shipment, you must do one of the following three things:

- (i) Reaffirm your initial non-binding estimate;
 - (ii) Negotiate a revised written non-binding estimate listing the additional household goods or services;
 - (iii) If an agreement cannot be reached as to price and/or service requirements for the additional goods or services, you are not required to service the shipment.
- (8) Once you load a shipment, failure to execute a new non-binding estimate signifies you have reaffirmed the original non-binding estimate. You may not collect at delivery more than 110 percent of the amount of the original non-binding estimate, plus the full payment for additional services that were performed en-route or at destination that do not appear on your non-binding estimate.

AMSA believes the same additions should be made to the Your Rights and Responsibilities When You Move publication, under the explanation of Non-Binding Estimates.

AMSA also believes the words "best estimate" contained in paragraph (b) should be changed to "reasonably accurate estimate" because estimates are just that and accuracy is the goal, not best or worst or some other misnomer.

AMSA believes that the proposed requirement that movers retain records of all non-binding estimates of charges for at least one year from the date the estimate was prepared will be unnecessarily burdensome. As part of the normal course of arranging for a move, shippers are encouraged to obtain multiple estimates before their move. As a result, most movers perform many more estimates than moves. AMSA believes that the intent of paragraph (c) is to ensure that estimates are preserved only for the moves that are actually performed. Thus, AMSA suggests deleting paragraph (c) and adding the 1-year retention requirement paragraph (b)(4), as follows:

(4) You must retain a copy of the non-binding estimate for each move you perform for at least one year from the date you made the estimate as an addendum to the bill of lading.

AMSA also recommends that § 375.403(c) and § 375.407(d) should be amended to incorporate these recommended changes.

AMSA comments that the Consumers Union proposal to require carriers to give consumers a maximum price with a non-binding estimate has been addressed by Congress in 49 U.S.C. 14104(b), which does not mandate binding estimates. According to AMSA, a requirement that carriers furnish maximum prices would be tantamount

to a mandated binding estimate and inconsistent with the statute.

Response to Comments

FMCSA believes that whether a mover provides an estimate via telephone or a personal visit, the estimate must be in writing. The carrier should provide an estimate that is reasonably accurate and include all services to be provided. The estimate should also be based on the carrier's applicable tariff. This would not be a new burden, as the carriers are already required to do this. The estimate must clearly note the shipper is only required to pay 110 percent of the non-binding estimate at time of delivery. We have added the following provisions to the interim final rule to clarify how to handle changes to non-binding estimates: Any changes in a non-binding estimate must be mutually agreed to in a written attachment to the bill of lading. If a shipper asks for additional services after the goods are in-transit, the mover must inform the shipper additional money must be paid. If a mover determines additional services are necessary to properly service a shipment after the goods are in-transit, the mover must inform the shipper what the additional services are. The mover must allow the shipper at least one hour to determine whether he/she wants the additional services performed. If the shipper agrees to pay for the additional services, the mover must execute a written attachment to the bill of lading and have the shipper sign the written attachment.

FMCSA agrees with AMSA that a requirement that carriers furnish maximum prices would be tantamount to a mandatory binding estimate. FMCSA also agrees with AMSA that paragraphs (a)(7) and (8) of § 375.405 should parallel § 375.403(a)(5)–(7) and has changed the interim final rule language accordingly.

FMCSA also agrees with AMSA's comment on paragraph (b) and has changed "best estimate" to "reasonably accurate estimate."

FMCSA also agrees that requiring the retention of all estimates for one year would be burdensome, and has changed §§ 375.403(c), 375.405(d), and 375.407(d) so that a mover need only retain for one year copies of estimates for moves actually performed.

Section 375.407 Under What Circumstances Must I Relinquish Possession of a Collect-on-Delivery Shipment Transported Under a Non-Binding Estimate?

NACAA supports the requirement that all goods be released upon payment of no more than 110 percent of the