

subject to a \$20 minimum charge, for the extension of the credit period. You will assess the service charge for each 30-day extension the charges go unpaid.

(3) You must deny credit to any shipper who fails to pay a duly-presented freight bill within the 30-day period. You may grant credit to the individual shipper when the individual shipper satisfies he/she will promptly pay all future freight bills duly presented.

(4) You must ensure all payments of freight bills are strictly in accordance with the rules and regulations of this part for the settlement of your rates and charges.

### Subpart I—Penalties

#### § 375.901 What penalties do we impose for violations of this part?

The penalty provisions of 49 U.S.C. Chapter 149, Civil and Criminal Penalties apply to this part. These penalties do not overlap. Notwithstanding these civil penalties, nothing in this section shall deprive any holder of a receipt or a bill of lading any remedy or right of action under existing law.

### Appendix A to Part 375—Your Rights and Responsibilities When You Move

You must furnish this document to prospective individual shippers as required by § 375.213. The text as it appears in this appendix may be reprinted in a form and manner chosen by you, provided it complies with § 375.213(b)(2) and (b)(3). You do not have to italicize titles of sections.

### YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE

OMB No. 2126–\_\_\_\_.

### Furnished By Your Mover, As Required By Federal Law

**Authority:** 49 U.S.C. 13301, 13704, 13707, and 14104; 49 CFR 1.73.

#### *What is Included in This Pamphlet?*

In this pamphlet, you will find a discussion of each of these topics:

#### *Why Was I Given This Pamphlet?*

#### *What Are The Most Important Points I Should Remember From This Pamphlet?*

#### *What If I Have More Questions?*

### Subpart A—General Requirements

Who must follow the regulations?  
What definitions are used in this pamphlet?

### Subpart B—Before Requesting Services From Any Mover

What is my mover's normal liability for loss or damage when my mover accepts goods from me?

What actions by me limit or reduce my mover's normal liability?

What are dangerous or hazardous materials that may limit or reduce my mover's normal liability?

May my mover have agents?

What items must be in my mover's advertisements?

How must my mover handle complaints and inquiries?

Do I have the right to inspect my mover's tariffs (schedules of charges) applicable to my move?

Must my mover have an arbitration program?

Must my mover inform me about my rights and responsibilities under Federal law?

What other information must my mover provide to me?

How must my mover collect charges?

May my mover collect charges upon delivery?

May my mover extend credit to me?

May my mover accept charge or credit cards for my payments?

### Subpart C—Service Options Provided

What service options may my mover provide?

If my mover sells liability insurance coverage, what must my mover do?

### Subpart D—Estimating Charges

Must my mover estimate the transportation and accessororial charges for my move?

How must my mover estimate charges under the regulations?

What payment arrangements must my mover have in place to secure delivery of my household goods shipment?

### Subpart E—Pickup of My Shipment of Household Goods

Must my mover write up an order for service?

Must my mover write up an inventory of the shipment?

Must my mover write up a bill of lading?

Should I reach an agreement with my mover about pickup and delivery times?

Must my mover determine the weight of my shipment?

How must my mover determine the weight of my shipment?

What must my mover do if I want to know the actual weight or charges for my shipment before delivery?

### Subpart F—Transportation of My Shipment

Must my mover transport the shipment in a timely manner?

What must my mover do if it is able to deliver my shipment more than 24 hours before I am able to accept delivery?

What must my mover do for me when I store household goods in transit?

### Subpart G—Delivery of My Shipment

May my mover ask me to sign a delivery receipt releasing it from liability?

What is the maximum collect-on-delivery amount my mover may demand I pay at the time of delivery?

If my shipment is transported on more than one vehicle, what charges may my mover collect at delivery?

If my shipment is partially or totally lost or destroyed, what charges may my mover collect at delivery?

How must my mover calculate the charges applicable to the shipment as delivered?

### Subpart H—Collection of Charges

Does this subpart apply to most shipments?

How must my mover present its freight or expense bill to me?

If I forced my mover to relinquish a collect-on-delivery shipment before the payment of ALL charges, how must my mover collect the balance?

What actions may my mover take to collect from me the charges in its freight bill?

Do I have a right to file a claim to recover money for property my mover lost or damaged?

### Subpart I—Resolving Disputes with My Mover

What may I do to resolve disputes with my mover?

### Why Was I Given This Pamphlet?

The Federal Motor Carrier Safety Administration's (FMCSA) regulations protect consumers on interstate moves and define the rights and responsibilities of consumers and household goods carriers.

The household goods carrier (mover) gave you this booklet to provide information about your rights and responsibilities as an individual shipper of household goods. Your primary responsibility is to select a reputable household goods carrier, ensure that you understand the terms and conditions of the contract, and understand and pursue the remedies that are available to you when problems arise. You should talk to your mover if you have further questions. The mover will also furnish you with another booklet describing its procedure for handling your questions and complaints. The other booklet will include a telephone number you can call to obtain additional information about your move.

### What Are the Most Important Points I Should Remember From This Pamphlet?

1. Movers must give written estimates.
2. Movers may give binding estimates.
3. Non-binding estimates are not always accurate; actual charges may exceed the estimate.
4. You should not sign blank or incomplete documents or allow anyone representing you to do so.
5. You may request from the mover the availability of guaranteed pickup and delivery dates.
6. Be sure you understand the mover's responsibility for loss or damage, and request an explanation of the difference between valuation and actual insurance.
7. You have the right to be present each time your shipment is weighed.
8. You may request a re-weigh of your shipment.
9. If you agree to move under a non-binding estimate, you should confirm with your mover—in writing—the method of payment at delivery as cash, certified check, cashier's check, money order, or credit card.
10. Movers must offer a dispute settlement program as an alternative means of settling loss or damage claims. ASK YOUR MOVER FOR DETAILS.