

Tariff 22 Summary

Introduction

The moving industry is governed by laws called Tariffs. Several different tariffs exist to govern local moves, intrastate moves, and interstate moves. To be properly qualified to manage a local move in the Kearney, NE (and 5 mile radius of corporate city limits), each foreman must be familiar with Tariff 22. The information below is a summarized version of the complete Tariff. Tariff 22 is published by the Nebraska Public Service commission and is intended to be used by all local movers in the state of Nebraska. Any mover that does not obtain a license from the PSC cannot operate legally. It is critical to follow the tariff as closely as possible at all times.

Tariff 22

Insurance coverage is required on all jobs performed. Due to a legal technicality we are not to refer to it as 'insurance coverage' but rather 'valuation coverage'. Ideally the office staff will have educated the customer on their options, but in the unlikely event this didn't happen it is helpful for you to understand how this coverage works. The customer has the following options to choose from.

- Standard Coverage - this coverage is to be applied to every move automatically. There are 2 options and typically the office will include this coverage in the customers estimate and enter the charges on the Bill of Lading.
 - Option #1 is for smaller moves and will give the customer a lump sum coverage of \$5000 (with a \$250 deductible). For the customer to declare (or agree to) this coverage they must fill out the valuation portion on the Bill of Lading by writing in "Declared Value of \$5000 with \$250 deductible" and include their signature and date. (*pricing is explained below*)
 - Option #2 is for larger moves and will give the customer a lump sum coverage of \$10,000 (with no deductible). For the customer to declare (or agree to) this coverage they must fill out the valuation portion on the Bill of Lading by writing in "Declared Value of \$10,000 with no deductible" and include their signature and date. (*pricing is explained below*)
- Lump Sum Coverage – This coverage is available to customers that would like to choose the exact amount of coverage for their shipment. A customer can choose any dollar amount up to \$50,000. If more than this is requested approval must be obtained from management. If a customer wants to declare (or agree to) \$30,000 of coverage with no deductible, they must fill out the valuation portion on the Bill of Lading by writing in "Declared Value of \$30000 with no deductible" and include their signature and date. (*pricing is explained below*)
- Minimum Coverage - The minimum coverage that a customer can declare is .30 per pound per article and is free. Remember that this coverage is not automatic but must be selected by the customer. We are to assume that they want standard coverage but it's no problem to change to something different to better meet their needs.

- Valuation Rates - Minimum coverage of .30 per pound per article and is free. Standard and Lump Sum coverage are as follows:
 - \$0 deductible insurance cost \$1.20 per \$100 dollars of value. For example if \$10,000 of coverage with no deductible is declared, the cost would be \$120
 - \$250 deductible insurance costs .70 per \$100 of value. For example if \$10,000 of coverage with a \$250 deductible is declared, the cost would be \$70

Liability It's important for all foreman to understand what the company is actually liable for. Most household items are subject to the coverage that was stated on the bill of lading. However the following items are never covered under the tariff: documents, currency, money, jewelry, watches, precious stones or articles of extraordinary value including accounts, bill, deeds, evidence of debt, securities, notes, postage stamps, stamp collections, revenue stamps, letters, and articles of peculiar inherent value.

Claims Each customer has the legal right to file a claim on damages that they believe were damaged during the move. If a customer begins to ask for additional information about the claims process it will help you to know the following information. Claims will not be paid unless the customer files it in writing. They will need to contact the office and request a claim form. Under the tariff 22 the customer has 30 days to file a claim after delivery. Be willing to call the office to discuss all claims issues.

Special Circumstances Tariff 22 helps to clarify certain circumstances that can be difficult or unreasonable for us to perform.

- The following items are subject to an additional hourly rate if the customer requests that we transport them: outdoor items embedded in the ground or secured to a building, assembly or disassembly of steel cabinets, swing sets, slides, steel shelving, pool tables, counters, etc. The customer is also suppose to supply us with any new hardware, nuts bolts, etc, necessary to perform the service.
- Explosives are never to be hauled
- We are not obligated to pickup or deliver to a location that is impractical to operate a vehicle due to the condition of the roads, streets, driveways, alleys, or approaches.
- Inventories can be performed at the discretion of our company or the customer. Typically we will not do inventories unless we are concerned with high value items.
- Marking/Packing fragile items. All items that are fragile or breakable in nature must be properly packed. Fragile items that are primarily made of glass need to be clearly marked if the customer packed them. If extremely fragile items packed by the customer are inadequate, we have the right to pack them properly at tariff rates or refuse to transport them.
- Perishable articles like food or plants are not covered unless arrangements have been made between the customer and us. Frozen foods can be accepted provided the shipment is delivered within 24 hours of pickup and the items remain in a sealed freezer. If the customer did not inform us of perishable foods we are not liable.

- Servicing the following items are not part of our normal service unless the customer requests and we agree. Upon agreement the customer will be subject to an additional charges for the time to perform this service. The items being referred to are refrigerators, freezers, washing machines, and TV's. If the items are not properly serviced for the move we are not liable for damages. Servicing would include the following:
 - Refrigerators – unplugging the units electrical cord, removing all loose shelving inside of the refrigerator, disassembly of doors/handles when necessary for transport, securing properly for safe transport. It does not include disconnecting any water lines. If the foreman is comfortable to instruct the customer on this process that is acceptable but under no circumstances is Kearney Moving liable for plumbing services.
 - Freezers – unplugging the units electrical cord, removing doors and handles when necessary for transport, securing for safe transport.
 - Washing Machines – unplugging the units electrical cord, securing the tub, removal from a stand (if necessary), and securing for safe transport. If the foreman is comfortable to instruct the customer on how to unhook the water lines that is acceptable but under no circumstances is Kearney Moving liable for plumbing services or replacement of hoses.
 - TV's - unplugging the units electrical cord and other cables, properly packing the unit into industry standard containers. Servicing does not include reconnecting or organizing cables.
- Difficult items that can damage our equipment or property does not have to be accepted. Items that cannot be moved without getting damaged do not have to be accepted.

Rates and Payment All rates are set by the public service commission but we have the right to choose within the range they have determined.

- All local moves are based on an hourly rate.
- We currently have a 1 hour minimum
- Drive time needs to be counted to and from the office. Typically figure 15 minutes one way with in the city limits (30 minutes total.)
- We legally do not have to deliver their goods until they have paid. (Usually wait until the job is completed to figure all charges and we collect payment then.)
- Any local move that exceeds the 5 mile radius of the city of Kearney, NE is governed by Tariff 7F.
- Packing services are based on the hourly rate. Packing supplies have a set rate and are included on the bill of lading.