

Original Title Page

MF-ILL.C.C. 272

Cancels

MF-ILL.C.C. 208



**ILLINOIS MOVERS TARIFF BUREAU, INC., AGENT**

**TARIFF 14-G**

GENERAL RULES AND REGULATIONS

GOVERNING

THE TRANSPORTATION OF

HOUSEHOLD GOODS

BETWEEN POINTS

IN

ILLINOIS

THIS TARIFF APPLIES ONLY IN CONNECTION WITH TARIFFS  
MAKING SPECIFIC REFERENCE HERETO BY MF-ILL.C.C. NUMBER

ISSUED JANUARY 22, 1988

EFFECTIVE FEBRUARY 22, 1988

Relief from the terms of 92 ILL. ADM. CODE Rule 1225.405(f)(2)(B)  
authorized by ILL.C.C. Special Permission MF-4888.

Issued By

M. E. VANMETRE, EXECUTIVE SECRETARY

2601 South Fifth Street

Springfield, Illinois 62703

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2601 South Fifth Street

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**MF-ILL.C.C. 272**

**Illinois Movers Tariff Bureau, Inc., Agent**  
**Rules Tariff 14-G**

**12th Revised Page 1**  
*Cancel*  
**11<sup>th</sup> Revised Page 1**

**Check Sheet of Tariff Pages**

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"0" in the revision column indicates an original page

# indicates page issued this date.

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15	0	32	0		

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**Issued by Patricia McLaughlin, Executive Director**  
**40 Adloff Lane, Suite 2**  
**Springfield, IL 62703**

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<b>MF-ILL.C.C. 272</b>	<b>Illinois Movers Tariff Bureau, Inc., Agent</b> <b>Rules Tariff 14-G</b>	<b>8<sup>th</sup> Revised Page 3</b> <i>Cancels</i> <b>7<sup>th</sup> Revised Page 3</b>
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Explanation of Abbreviations and Reference Marks

Abbreviation or Reference Mark	Explanation	Abbreviation or Reference Mark	Explanation
◆	Increase	Ft.	Feet or Foot or fraction thereof
♣ or ®	Reduction	Ill.C.C.	Illinois Commerce Commission
▲	Changes in wording which result in neither increases nor reductions in charges	IMTBI	Illinois Movers Tariff Bureau, Inc.
●	No change in rates	Inc.	Incorporated
*	Additional new matter	Incl.	Inclusive
&	And	Lbs.	Pounds
c.	Change	MF	Motor Freight
\$	Dollar(s)	Sq.	Square
Bd.	Board	Viz.	Namely
Chge.	Charge	Wt.	Weight
C.O.D.	Collect on Delivery	Yd.	Yard
Cu.	Cubic		

**Governing Publications**

This tariff is governed, except as otherwise provided herein, by the following publications, supplements thereto, or reissues thereof:

**Mileage Guide No. 2-D**, MF-ILL.C.C. No. 288 (to the extent indicated in Rule 9 of this tariff), issued by Illinois Movers Tariff Bureau, Inc., Agent.

**Participating Carrier and Scope of Operating Rights Tariff 10-G**, MF-ILL.C.C. No. 287, issued by Illinois Movers Tariff Bureau, Inc., Agent.

**Eliminate** reference to Mileage Guide 16, MF-ILL.C.C. 8, issued by Household Goods Carrier's Bureau Committee, Agent. **Application no longer applies.** ◆●®

*Issued March 30, 2012*

**Effective April 15, 2012**

**Issued by Patricia McLaughlin, Executive Director**  
**40 Adloff Lane, Suite 2**  
**Springfield, IL 62703**



## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
1	<p style="text-align: center;">BILL OF LADING AND RATES</p> <p>(a) Unless otherwise provided in this tariff, when property is transported subject to the provisions of this tariff, or as amended, the acceptance and use of the Uniform Household Goods Bill of Lading as described herein is required.</p> <p>If the bill of lading is issued on the order of the shipper, or his agent, in exchange or substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of the original bill of lading as fully as if the same were written or made in connection with the original bill of lading.</p> <p>Any alteration, addition or erasure on a bill of lading which shall be made without the special notation thereon of the agent of the carrier issuing the bill of lading shall be without effect and the bill of lading shall be enforceable according to its original tender.</p> <p>(b) The rates and charges shown herein are reduced rates conditioned upon the use of the Uniform Household Goods Bill of Lading. Consignor, at his option, may elect not to accept the terms of the Uniform Household Goods Bill of Lading, and in lieu thereof to have the carrier transport the property with carrier's liability limited only as provided by common law and by the laws of the State of Illinois insofar as they apply, but subject to the terms and conditions of the Uniform Household Goods Bill of Lading insofar as such terms and conditions are not inconsistent with such common carrier's liability; the rate charged therefor will be 100 percent higher than the transportation rate contained in this tariff as would apply for such shipment if offered for transportation at a released value not exceeding 30 cents per pound, per article.</p> <p>When the consignor elects not to accept any of the terms of such bill of lading he must give notice to the initial carrier of such election. The initial carrier must indicate the receipt of such notice by writing or stamping thereon a clause signed by the carrier reading:</p> <p style="padding-left: 40px;">"In consideration of the higher rate charged, the property herein described will be carried, and the services to be rendered hereunder will be performed, with the carrier's liability limited only as provided by law; but subject to the terms and conditions of this bill of lading insofar as they are not inconsistent with such common carrier's liability."</p> <p>(c) All rates and charges herein are dependent upon the shipment being released in accordance with the provisions of Rule 3 of this tariff.</p> <p>(d) Unless the shipper expressly releases the shipment to a value not exceeding 30 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$2.00 times the actual weight in pounds of the shipment, whichever is greater. For this liability, additional valuation charges as provided in Item 6 of rate tariffs will apply. If the shipper wishes to avoid these additional charges, he must agree that if any articles are lost or damaged, the carrier's liability will not exceed 30 cents per pound for the actual weight of any lost or damaged article or articles in the shipment.</p>
2	<p style="text-align: center;">INSURANCE</p> <p>The cost of insurance against marine risk or any other insurance for the benefit of the shipper will not be assumed by the carrier.</p>
ISSUED	EFFECTIVE
JANUARY 22, 1988	FEBRUARY 22, 1988
Issued by M. E. VANMETRE, EXECUTIVE SECRETARY 2601 South Fifth Street Springfield, Illinois 62703	

RULE

GENERAL RULES AND REGULATIONS

DECLARATION OF VALUE

(a) As used in this tariff, the phrases, "released value", "declared value", and "value declared by the shipper" shall have the same meaning.

(b) The carrier's maximum liability shall be either, (1)\$2.00 times the actual weight (in pounds) of the shipment or the declared lump sum value, whichever is greater; or (2)30 cents per pound for the actual weight of any lost or damaged article or articles, if the shipment has been expressly released by the shipper to such value per article. Unless the shipper expressly releases the shipment to a value not exceeding 30 cents per pound per article, the carrier's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$2.00 for each pound of weight in the shipment, whichever is greater.

(c) The released value must be entered on the bill of lading in the following form and may be completed only by the person signing the bill of lading.

The shipment will move subject to the rules and conditions of the carrier's tariff. Shipper hereby releases the entire shipment to a value not exceeding \_\_\_\_\_ (to be completed by the person signing below)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article", OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$2.00 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

3

\_\_\_\_\_  
(Shipper)

\_\_\_\_\_  
(Date)

Provided that: Where the shipper is the employer of the actual owner of the household goods being transported and is responsible for all transportation charges in connection with such a move, the shipper may instruct the motor carrier to release the shipment to a value of 30 cents per pound per article (a) by specification made on a purchase order, or (b) by issuing, in advance of the shipping date, appropriate letters of instruction to the carrier. In such instances, the motor carrier must incorporate the instructions by reference to the document in (a) or (b) above in the bill of lading in lieu of the personal signature and handwritten statement relating to released rates.

(d) If the shipper fails to make the entry required in subsection (c) of this Rule, the shipment will be deemed released to an amount equal to \$2.00 times the actual weight of the shipment (in pounds).

(e) The released value and the carrier's maximum liability (whether or not loss or damage occurred from carrier negligence), as determined under this Rule, shall apply to any claims resulting from the performance or failure to perform by carrier of any services, including accessorial services, which carrier has contracted to perform.

(f) Shipper may declare, on Specific articles, valuations in excess of value declared on the shipment, and each such article must be described and its excess declared value set forth in space provided on Bill of Lading.

(g) Rates herein based upon released value have been authorized by the Ill.C.C. in 92 ILL. ADM CODE Part 1455, as amended.

ISSUED JANUARY 22, 1988

EFFECTIVE FEBRUARY 22, 1988

Issued by M. E. VANMETRE, EXECUTIVE SECRETARY  
2601 South Fifth Street  
Springfield, Illinois 62703

## RULE

## GENERAL RULES AND REGULATIONS

## WEIGHING AND WEIGHTS

## (a) GROSS WEIGHT, TARE WEIGHT, NET WEIGHT AND CONSTRUCTIVE WEIGHT.

(1) The tare weight of each vehicle used in the transportation of household goods shall be determined by having it weighed prior to the transportation of each shipment, with the driver but without the crew thereon, by a certified weighmaster or on a certified scale, and when so weighed the fuel tanks on such vehicle shall be full and the vehicle shall contain all pads, chains, dollies, hand trucks, and other equipment needed in the transportation of shipments to be loaded thereon, and such weight shall then be entered on the bill of lading. After the vehicle has been loaded, it shall be weighed, with the driver but without the crew thereon, at the certified scale nearest to the point of origin of the shipment, and the net weight of the shipment shall be obtained by deducting the tare weight from the gross weight, and both the gross and net weights shall then be entered on the bill of lading. Where no certified scale is available at the point of origin, the gross weight shall be obtained at the nearest certified scale either in the direction of the movement of the shipment, or in the direction of the next pickup or delivery in the case of part loads. In the transportation of part loads, this subsection shall apply in all respects, except that the gross weight of a vehicle containing one or more part loads shall be used as the tare weight of such vehicle as to part loads subsequently loaded thereon. Also, the person paying the freight charges, or his representative, upon request of either, shall be permitted without charge to accompany, in his own conveyance, the carrier to the weighing station and to observe the weighing of his shipment after loading. The carrier shall use a certified scale which will permit the shipper to observe the weighing of his shipment without causing delay.

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(2) If no certified scale is available at origin at any point enroute, or at destination, a constructive weight, based upon 7 pounds per cubic foot of properly loaded van space, may be used.

(b) OBTAINING WEIGHT TICKETS. The carrier shall obtain a weight ticket signed by the weighmaster or its driver for each weighing required under this section, with tare and gross weights evidenced by separate tickets, and the driver shall enter thereon the number of the bill of lading accompanying the shipment involved. No other additions or alterations shall be made on any such ticket. As soon as such weight tickets are obtained, true copies thereof shall be attached to the receipt or bill of lading accompanying the shipment and retained in the carrier's file. A true copy of each weight ticket pertaining to a shipment shall be given to the shipper at the weighing station if the shipper is present or upon delivery of the shipment if the shipper is not present at the weighing. Any of the following shipments may be weighed on a certified scale prior to being loaded on the vehicle: (1) a part load for any one shipper not exceeding 1,000 pounds; (2) an automobile or other article weighing in excess of 500 pounds which is mounted on wheels; and (3) a shipment which the carrier containerizes for further transportation, in which case the net weight of the shipment shall be the gross weight of the container less the tare weight of the container; the gross weight of the container shall be as placed and prepared for shipment; the tare weight of the container shall include all of the pads, skins, blocking and bracing used, or to be used, to protect the contents of the container, but not including packing materials used in the preliminary packing of the shipment.

▲(c) The provisions of paragraph (a) and (b) of this rule shall not apply to shipments tendered to the carrier in containers; provided, the weight of each shipment is certified by the shipper thereof on the bill of lading covering such shipment.

NOTE - For reweighing charges, see rate tariffs.

That portion of Item 4 which formerly appeared on Original Page 6 and not appearing hereon is hereby cancelled. ▲Account no further application.

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(ILL-MOV)

Issued by PATRICIA SMITH, EXECUTIVE DIRECTOR  
2601 South Fifth Street  
Springfield, Illinois 62703



RULE	GENERAL RULES AND REGULATIONS
5 Con- tin- ued.	<p style="text-align: center;">CONTROL AND EXCLUSIVE USE OF VEHICLE</p> <p>A. EXPEDITED SERVICE:</p> <ol style="list-style-type: none"> <li>1. Expedited Service as used herein means tendering delivery of a shipment of less than 5,000 pounds (or as otherwise provided in rate tariffs) on or before a specified date.</li> <li>2. Subject to the availability of equipment for the particular service desired, shippers may obtain expedited service on a shipment of less than 5,000 pounds (or as otherwise provided in rate tariffs) and transportation charges shall be computed on the basis of 5,000 pounds (or as otherwise provided in rate tariffs) and tariff rates applicable to 5,000 pounds (or as otherwise provided in rate tariff). The carrier shall not be required to provide exclusive use of vehicle under this paragraph. For exclusive use of vehicle refer to paragraph (C) of this Rule. Bill of Lading and Freight Bill to be marked or stamped: EXPEDITED SERVICE ORDERED BY SHIPPER DELIVER ON OR BEFORE</li> <li>3. Except in case of the fault of the shipper, in the event the shipment is not tendered for delivery on or before the delivery date, this rule shall not apply. In such case, the charges for the shipment shall be subject to all other applicable rules and provisions of the tariff.</li> </ol> <p style="text-align: center;">(Continued on next page)</p>

That portion of Item 5 which formerly appeared on Original Page 7 and not appearing hereon is hereby cancelled. ▲Account no further application.

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2601 South Fifth Street  
Springfield, Illinois 62703

RULE GENERAL RULES AND REGULATIONS

CONTROL AND EXCLUSIVE USE OF VEHICLE

C. EXCLUSIVE USE OF A VEHICLE:

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1. Subject to the availability of equipment, a shipper may order Exclusive Use of a Vehicle of specific cubic capacity, for transportation of a shipment. Transportation charges shall be based on actual weight subject to minimum charges as follows:  
 If the capacity of vehicle ordered is 1,400 cu. ft. or less, the minimum charge shall be based on 9,800 pounds.  
 If the capacity of vehicle ordered is in excess of 1,400 cu. ft., the minimum charge shall be based on 7 pounds per cubic foot of total vehicle space ordered.
2. If at time for loading such shipments, carrier does not have available a vehicle of capacity ordered, carrier may substitute a vehicle or vehicles of an equivalent or greater capacity and transportation charges and minimum therefore shall be the same as would apply had carrier furnished a vehicle of the capacity ordered (See paragraph (F) of this Rule). Bill of Lading and Freight Bill to be marked or stamped:

EXCLUSIVE USE OF A \_\_\_\_\_ CU. FT. VEHICLE ORDERED

(Continued on next page)

That portion of Item 5 which formerly appeared on Original Page 8 and not appearing hereon is hereby cancelled. ▲Account no further application.

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2601 South Fifth Street  
Springfield, Illinois 62703

RULE GENERAL RULES AND REGULATIONS

CONTROL AND EXCLUSIVE USE OF VEHICLE

D. SPACE RESERVATION FOR A PORTION OF VEHICLE:

- ▲1. Subject to availability of equipment, shipper may reserve a portion of the capacity of a vehicle by ordering a specific quantity of space, and accepting transportation charges based on actual weight of shipment subject to minimum weights as follows:
 

300 cu. ft. or less. . . . .	2,100 Pounds
More than 300 cu. ft. . . . .	700 Pounds per each 100 cu. ft. unit or fraction thereof ordered.

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ded.

- 2. Bill of Lading and Freight Bill to be marked or stamped:  
SPACE RESERVATION \_\_\_\_\_ CU. FT. ORDERED

E. SIGNATURE REQUIRED FOR SERVICES:

- 1. Expedited Service, Exclusive Use of a Vehicle, or Space Reservation for a Portion of a Vehicle, will be furnished by carrier only when shipper or his agent requests such service in writing or signs the Bill of Lading indicating that such specific special service was ordered.

F. DISPLAY OF VAN SPACE:

- ▲1. The number of cubic feet of van space shall be legibly displayed on each side of the vehicle used by the carrier in rendering service under Paragraph (C) of this Rule.

NOTE - All shipments subject to weighing provisions as provided in Rule 4.

That portion of Item 5 which formerly appeared on Original Page 9 and not appearing hereon is hereby cancelled. ▲Account no further application.

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Springfield, Illinois 62703

RULE	GENERAL RULES AND REGULATIONS
6	<p style="text-align: center;">DEFINITION OF A SHIPMENT</p> <p>The term "shipment" means property made available by one shipper to the carrier for loading at the same time, at one place of origin (except as otherwise provided in Rule 7), for one consignee, at one destination (except as otherwise provided in Rule 7), and covered by one bill of lading. The name of only one shipper and one consignee shall appear on one bill of lading, but the bill of lading may also specify the name of a party (or more than one party when Rule 7 is applicable) to notify of the arrival of the shipment at destination(s).</p>
7	<p style="text-align: center;">STOPOFFS - EXTRA PICKUP OR DELIVERY</p> <p>Portions of a shipment may be picked up or delivered at one or more places of origin, destination, or enroute. Except as otherwise provided herein, charges will be for the total weight of entire shipment for total distance via points of pick-up or delivery or both from first point of pick-up to final point of delivery, plus additional service charges as shown in rate tariffs, applicable to each portion of the shipment. The total charges for picked-up or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment.</p>
8	<p style="text-align: center;">PICKUP OR DELIVERY SERVICE - WAREHOUSE PICKUP OR DELIVERY</p> <p>Except as otherwise provided herein, if shipment is delivered to or picked up at a warehouse, the rates for transportation include only the unloading or loading at door, platform, or other point convenient or accessible to the vehicle.</p>
▲ 9	<p style="text-align: center;">MILEAGE AND INTERMEDIATE APPLICATION</p> <p>(a) Except as otherwise provided herein, where rates are based on mileage, the distance or mileage shall be that shown in the applicable Governing Mileage Guide.</p> <p>(b) If the shipper requests a longer route than the shortest practical route as shown in the applicable Governing Mileage Guide, the mileage over the longer route, as shown therein, shall apply.</p> <p>(c) If transportation rates are not shown herein for the actual distance provided in the applicable Governing Mileage Guide, the rate shown for the next greater distance shall apply.</p>
<p style="text-align: center;">ISSUED OCTOBER 2, 1992 <span style="float: right;">EFFECTIVE OCTOBER 17, 1992</span></p>	
(ILL-MOV)	▲Issued by PATRICIA SMITH, EXECUTIVE DIRECTOR 2601 South Fifth Street Springfield, Illinois 62703

## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
10	<p data-bbox="581 254 1240 275" style="text-align: center;">MARKING OR TAGGING FREIGHT - MARKING AND PACKING</p> <p data-bbox="370 296 1289 323">(a) Articles of fragile or breakable nature must be properly packed.</p> <p data-bbox="337 344 1511 415">(b) Packages containing fragile articles or articles consisting wholly or in part of glass, when packed by the shipper or his agent, must be marked by plain and distinct letters designating the fragile character of contents.</p> <p data-bbox="337 436 1565 508">(c) When articles of furniture, consisting wholly or in part of glass are covered or wrapped by the shipper or his agent, such articles shall be wrapped in a manner to clearly expose glass surfaces or glass portions.</p> <p data-bbox="337 529 1549 621">(d) Where articles are not packed or are improperly packed, crated or boxed and by reason thereof the articles not packed or contents of containers are more susceptible to damage, carrier will arrange to have such articles properly packed at charges as shown in this tariff.</p> <p data-bbox="337 642 1565 758">(e) Upon request of shipper or his agent, carrier will prepare a second inventory of the shipment which will include itemized contents of each container packed by carrier and will show thereon, if requested by the shipper, the valuation of each article as furnished by shipper or his agent. Charges for this second inventory will be at the rates provided in Item 60 of rate tariffs.</p>
11	<p data-bbox="542 779 1289 800" style="text-align: center;">CLASSIFICATION OF PARTS OR PIECES OF A COMPLETE ARTICLE</p> <p data-bbox="337 821 1549 892">Each shipping piece or package and contents thereof shall constitute one article except the total component parts of any article taken apart or knocked down for handling or loading in vehicle shall constitute one article.</p> <p data-bbox="337 913 1549 989">NOTE - When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece or loose item not enclosed within a package in such containers, lift vans or shipping boxes will constitute the article.</p>
13	<p data-bbox="444 1010 1354 1031" style="text-align: center;">PROHIBITED OR RESTRICTED ARTICLES - ARTICLES LIABLE TO CAUSE DAMAGE</p> <p data-bbox="337 1052 1500 1102">(a) Carrier will not accept for shipment property liable to impregnate or otherwise damage equipment or other property.</p> <p data-bbox="337 1123 1500 1167">(b) The carrier will not accept for shipment articles which cannot be taken from the premises without damage to the article or the premises.</p>
14	<p data-bbox="753 1188 1062 1209" style="text-align: center;">INSPECTION OF ARTICLES</p> <p data-bbox="337 1230 1549 1304">When carrier or his agent believes it necessary that the contents of packages be inspected, he shall make or cause such inspection to be made, or require other sufficient evidence to determine the actual character of the property.</p>
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<p>Issued by M. E. VANMETRE, EXECUTIVE SECRETARY 2601 South Fifth Street Springfield, Illinois 62703</p>	



## RULES TARIFF 14-G

RULE

## GENERAL RULES AND REGULATIONS

## SERVICING SPECIAL ARTICLES

The transportation rates in this tariff do not include servicing or unservicing articles or appliances such as refrigerators, deep freeze cabinets, radios, record players, washing machines, television sets, air conditioners, and the like which, if not properly serviced may be damaged in or incident to transit; nor is liability assumed for any such damage unless said articles or appliances are serviced and unserviced as provided in (a) or (b) below.

The carrier reserves the right to inspect these articles or appliances to determine whether they are in good working order before accepting them for shipment. Carrier assumes no liability whatsoever for the charges of third persons for the resynchronization of grandfather clocks including the pendulum or weights therefore which were disassembled at origin by carrier, or the returning, refocusing or other adjustments of television sets unless such services were made necessary due to carrier's negligence.

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(a) Upon request of shipper, owner, or consignee of the goods, carrier will, subject to (b) below, service and unservice such articles and appliances at origin and destination for the additional charge provided in rate tariffs. Such servicing and unservicing does not include removal or installation of articles secured to the premises; or plumbing, electrical or carpentry services necessary to disconnect, remove, connect, and install such articles and appliances.

(b) If carrier does not possess the qualified personnel to properly service and reservice such articles or appliances, carrier will upon request of shipper, owner, or consignee and as agent for them engage third persons to perform the servicing and reservicing. When third persons are engaged by the carrier to perform any service, the carrier will not assume responsibility for their activities or conduct; amount of their charges; nor for the quality or quantity of service furnished.

(c) All charges of the third persons must be paid by the shipper, and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 35 herein.

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## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
16	<p data-bbox="560 258 1295 281" style="text-align: center;">IMPRACTICAL PICK-UP OR DELIVERY AND AUXILIARY SERVICES</p> <p data-bbox="342 304 1528 375">(a) It is the responsibility of the shipper to make shipment accessible to carrier or accept delivery from carrier at a point at which the road-haul vehicle may be safely operated.</p> <p data-bbox="342 396 1581 579">(b) When it is physically impossible for carrier to perform pick-up of shipment at origin address or to complete delivery of shipment at destination address with normally assigned road-haul equipment, due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow or nature of an article or articles included in the shipment, the carrier shall hold itself available at point of pick-up or tender delivery at destination at the nearest point of approach to the desired location where the road-haul equipment can be made safely accessible.</p> <p data-bbox="342 600 1555 764">(c) Upon request of the shipper, consignee, or owner of the goods, the carrier will use or engage smaller equipment than its normal road-haul equipment or provide extra labor for the purpose, if possible of accomplishment, of transferring the shipment between the residence and the nearest point of approach by the carrier's road-haul equipment. Charges for this auxiliary service to cover labor and additional vehicle (if used) will be as provided in rate tariffs and shall be in addition to all other transportation or accessorial charges.</p> <p data-bbox="342 785 1581 949">(d) If the shipper does not accept the shipment at nearest point of safe approach by carrier's road-haul equipment to the destination address, the carrier may place the shipment, or any part thereof not reasonably possible for delivery, in storage at the nearest available warehouse of the carrier, or at the option of the carrier, in a public warehouse, subject to a lien for all lawful charges. The liability on the part of the carrier will cease when the shipment is unloaded into the warehouse and the shipment shall be considered as having been delivered.</p> <p data-bbox="342 970 1555 1155">(e) Transportation charges to cover the movement of shipment or part thereof from point at which it was originally tendered to warehouse location shall be computed on basis of weight of shipment or that part of shipment stored in warehouse, subject to applicable rate as provided in tariff from point at which it was originally tendered to warehouse location, which shall be in addition to charges from initial point of origin to point at which shipment was originally tendered. All accrued charges on the shipment or any part thereof shall be due and payable upon delivery of same to the warehouse. Any subsequent movement from warehouse shall constitute a new shipment.</p>
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**RULE GENERAL RULES AND REGULATIONS**

**STORAGE-IN-TRANSIT**

<p>17 Con- tin- ued.</p>	<p>(a) Storage-In-Transit of property covered by this tariff is the holding of the shipment or portion thereof at or in the facilities or warehouse used by the carrier or its agent, for storage, pending further transportation, and will be effected only at specific request of the shipper or under the conditions specified in Paragraph (n) of this Rule. For the purpose of this Rule, a carrier may designate any facility or warehouse to serve as its agent.</p> <p>(b) A shipment or portion thereof may be placed in storage-in-transit one or more times for an aggregate period of not to exceed 180 days. When not removed from storage-in-transit at midnight on the 180th day, liability as carrier shall terminate after such time, the intrastate character of the shipment or portion thereof shall cease, the warehouse shall be considered the destination of the property, the warehouseman shall be agent for the shipper, and the property shall then be subject to the rules, regulations and charges of the warehouseman. Carrier may terminate the character of the shipment or portion thereof prior to the 180 day maximum storage-in-transit period, if payment of the billed charges are not made within the due date stated on such billing. Until all lawful charges are paid, property will remain in carrier's or agent's warehouse subject to a lien for all such charges.</p> <p>(c) When storage-in-transit is at origin, charges (subject to Rule 20) may be billed after storage-in-transit is effected as follows:              1. Transportation charges between origin and warehouse where storage-in-transit is effected.              2. Storage charges due at time of billing.              3. Charges for additional services, advances and other lawful charges.</p> <p>(d) When storage-in-transit is at other than origin, charges (subject to Rule 20) must be billed at the time storage-in-transit is effected, as follows:              1. Transportation charges between origin and warehouse where storage-in-transit is effected.              2. Charges for additional services, advances and other lawful charges.</p> <p>At the time of billing under this paragraph, storage charges due the carrier may be billed. Storage charges for subsequent days of storage that property remains in storage-in-transit, may be billed as they become due.</p>
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That portion of Item 17 which formerly appeared on Original Page 14 and not appearing hereon is now shown on Original Page 14-A.

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RULE

## GENERAL RULES AND REGULATIONS

## STORAGE-IN-TRANSIT

(e) Delivery of shipments to residence from storage-in-transit at origin, enroute or at destination will be made on the date requested, if possible. If prior commitment of carrier prevent delivery on that date, every effort will be made to deliver as soon as possible, subject to the following:

1. If shipment is not removed from the storage warehouse by the 5th working day (excluding Saturday, Sunday and holidays) after the agreed delivery date(s), storage charges will cease to accrue after such date.
2. If shipment is removed from the storage warehouse prior to the 5th working day after the agreed delivery date(s), storage charges will cease to accrue the day after shipment is removed.

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All other provisions under the tariff will continue to effect until further transportation is made available by the carrier. Until all lawful charges are paid, property will remain in carrier's or agent's warehouse subject to a lien for all such charges.

(f) The transportation charges to apply when the shipment or portion thereof is stored in transit will be (1) the applicable transportation rate between initial point of pick-up and warehouse, and (2) the applicable transportation rate from warehouse location, which, for rate application purposes, will be considered a new point of origin, to destination point, Viz.:

1. When point of pick-up or delivery and warehouse are both located with the same municipality or within a distance of 35 miles or less, the pick-up or delivery transportation rate will be as shown in rate tariffs.
- ▲2. When point of pick-up or delivery and warehouse are not within the same municipality or not within a distance of 35 miles or less, apply weight mileage rate in applicable rate tariffs, between point of pick-up or delivery and the municipality in which warehouse is located, as provided by the applicable Governing Mileage Guide.

For that portion of Item 17 appearing hereon which was in effect prior to the effective date hereof, see Original Page 14.

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## RULES TARIFF 14-G

RULE

## GENERAL RULES AND REGULATIONS

## STORAGE-IN-TRANSIT (Continued)

(g) The transportation charges to apply on a shipment when only a portion of the shipment is stored in transit enroute to destination, will be the applicable transportation rate based on total weight of entire shipment, for total distance via all points of pick-up and/or delivery (from first point of pick-up to final point of delivery), plus additional service charges applicable to each portion of the shipment. The total charges for picked-up and/or delivered portions shall not, in any case, exceed the total charges as would apply if computed to each portion as a separate shipment. (The provisions of Paragraph (f) of this Rule will apply from the point of origin to warehouse location for determination of separate charges on the portion of shipment stored in transit, when computing the lower overall total charges.)

(h) The transportation charges to apply on a portion of a storage-in-transit shipment delivered from warehouse location to destination, will be the applicable transportation rate based on the weight of such portion, subject to the provisions of Paragraph (f) of this Rule.

(i) On property consigned to storage-in-transit wherein an overflow of property requires a split shipment delivered to the warehouse on different dates, the charges for such property shall be as follows:

1. Transportation charges from initial point of pick-up to warehouse location will be based on the combined weight of the property stored in transit, and computation of transportation charges will be as provided in Paragraph (f) of this Rule.
2. Storage charges in effect on date of initial pick-up will be assessed separately on each portion of shipment stored in transit, except the 1,000 pound minimum weight will apply to the combined weight of property stored in transit. Storage will be rated separately on each portion added, subject to provisions of rate tariffs.
3. Warehouse handling charge will apply only once, based on the combined weight of the property stored in transit.
4. All subsequent charges will be based on the combined weight of the property stored in transit.

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(j) Shipper or owner, upon proper notice in writing to the carrier before departure of the property, may change destination originally shown on the bill of lading. When the destination is changed, such change must be recorded on the bill of lading. When the character of the property is terminated at the warehouse before expiration of the time limit specified in Paragraph (b), the transportation and other lawful charges shall apply in identical manner as provided in Paragraphs (c) or (d), whichever is applicable.

(k) When storage-in-transit property has been placed in a carrier's or agent's warehouse, both the carrier and the warehouse must have in their possession records showing the following:

1. An itemized list of the property with the bill of lading number noted thereon.
2. Point of origin and destination.
3. Condition of each article when received at and forwarded from the warehouse.
4. The dates when all charges, advances, or payments were made or received.
5. Dates property was delivered into and forwarded from the warehouse.

(l) During storage-in-transit shipper may withdraw a portion of the property, provided that all accrued charges on the property are paid prior to such withdrawal, except as provided in Rule 20. When the selection of items requires unstacking and/or restacking of the shipment or a portion of the shipment, charges for such handling shall be assessed in accordance with provisions of rate tariffs. Charges for transportation furnished, if any, for portion selected for delivery shall be assessed on same basis as would apply to that portion as an individual shipment. With reference to the portion of the shipment which remains in the warehouse, shipper may elect in writing to terminate the storage-in-transit service and place the remaining property in storage with the warehouseman in possession, in which event the warehouse will be considered the destination of the property. If the shipper elects to have the remaining portion remain in storage-in-transit, the following shall be applicable:

1. Storage charges shall continue to apply on the weight of remainder of the property.
2. Charges for transportation furnished, if any, for the delivery of the remainder of the property shall be assessed on the same basis as would apply to that portion as an individual shipment.

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RULE GENERAL RULES AND REGULATIONS

STORAGE-IN-TRANSIT (Concluded)

17 (m) During the storage-in-transit period, shipper may add property to that already in storage-in-transit. Charges for such property added shall be as follows:

1. Transportation charges to apply on the addition, between initial point of pick-up and warehouse, will be as provided in Paragraph (f) of this rule.
2. Warehouse handling charge as provided in rate tariffs will apply on the addition, subject to 1,000 pound minimum.
3. First day storage charges will apply on the weight of the added property, subject to 1,000 pound minimum.
4. All subsequent charges including storage-in-transit will be based on the total weight of the combined property.

(n) If delivery cannot be made at the address specified on the bill of lading because of impractical operation as defined in Rule 33 hereof, or for any other reason other than the fault of the carrier, and neither shipper, consignor, nor owner designates another address at which delivery can be made, carrier will place the property under the storage-in-transit provisions of this rule.

Con-cluded. NOTE 1 - Except as specifically provided for in Paragraph (i) herein, when property is placed in storage-in-transit in segments on different dates:

- (1) the transportation rates and additional service charges in effect on the date of placement of the first segment will apply to that segment only, and
- (2) the transportation rates and additional services charges in effect on the date(s) that each subsequent segment is placed in storage-in-transit will apply to these subsequent segments.

NOTE 2 - When property is removed from storage-in-transit and extra pick-ups are ordered:

- (1) the transportation rates and additional service charges in effect on the date that the extra pick-up is performed will apply to the entire weight of the extra pick-up, and
- (2) the transportation rates and additional service charges in effect on the date of pick-up of the storage-in-transit portion will apply to the entire weight of that portion.

NOTE 3 - Except as specifically provided for in Paragraph (i) herein, each portion of the shipment will be rated at the applicable rate in effect on the date of pick-up of each portion, based on the total weight of the entire shipment.

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MF-ILL.C.C. 272

ILLINOIS MOVERS TARIFF BUREAU, INC.,  
AGENT  
RULES TARIFF 14-G

1st Revised Page 17  
Cancels  
Original Page 17

That portion of Item 18 which formerly appeared on Original Page 17 and not appearing hereon is hereby cancelled. ▲Account no further application.

ISSUED MARCH 15, 1996

EFFECTIVE APRIL 1, 1996

(ILL-MOV)

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These provisions will not result in an effect on the quality of the human environment.  
Explanation of abbreviations and reference marks on page 3. 44034-280-260

MF-ILL.C.C. 272

ILLINOIS MOVERS TARIFF BUREAU, INC.,  
AGENT  
RULES TARIFF 14-G

1st Revised Page 18  
Cancels  
Original Page 18

That portion of Item 18 which formerly appeared on Original Page 18 and not appearing hereon is hereby cancelled. ▲Account no further application.

ISSUED MARCH 15, 1996

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These provisions will not result in an effect on the quality of the human environment.  
Explanation of abbreviations and reference marks on page 3. 44034-280-260

That portion of Item 18 which formerly appeared on Original Page 19 and not appearing hereon is hereby cancelled. ▲Account no further application.

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RULES TARIFF 14-G

RULE

GENERAL RULES AND REGULATIONS

CLAIMS

PART I - LOSS AND/OR DAMAGE (Continued)

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- 1. (a) Claims in writing required. A claim for loss, damage, injury, or delay to cargo, shall not be voluntarily paid by carrier, unless filed in writing, as provided in paragraph 1(b) of this Item, with carrier, within the specified time limits applicable thereto and as otherwise may be required by law, the terms of the bill of lading or other contract of carriage, and all tariff provisions applicable thereto.
- (b) Minimum filing requirements. A communication in writing from a claimant, filed with carrier within the time limits specified in the bill of lading or contract of carriage for transportation, and (1) containing facts sufficient to identify the shipment (or shipments) of property involved, (2) asserting liability for alleged loss, damage, injury, or delay, and (3) making claim for the payment of a specified or determinable amount of money, will be considered as sufficient compliance with the provisions for filing claims embraced in the bill of lading or contract of carriage.
- (c) Documents not constituting claim. Appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or other documents, or inspection reports issued by carrier or its inspection agencies, whether the extent of loss or damage is indicated in dollars and cents or otherwise, will, standing alone, not be considered by carrier, as sufficient to comply with the minimum claim filing requirements specified in paragraph 1(b) of this Item.
- (d) Claims filed for uncertain amounts. Whenever a claim is presented against carrier for an uncertain amount, such as "\$100 more or less" carrier will determine the condition of the shipment involved at the time of delivery by it, if it was delivered and shall ascertain as nearly as possible the extent, if any, of the loss or damage for which it may be responsible. It will not, however, voluntarily pay a claim under such circumstances unless and until a formal claim in writing for a specified or determinable amount of money will have been filed in accordance with the provisions of paragraph 1(b) of this Item.
- (e) Other claims. If investigation of a claim develops that one or more other carriers has been presented with a similar claim on the same shipment, carrier will communicate with each such other carrier and, prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation, on the part of each claimant of his title to the property involved or his right with respect to such claim.

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## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
19 Con- tin- ued.	<p style="text-align: center;">CLAIMS</p> <p>PART I - LOSS AND/OR DAMAGE (Continued)</p> <p>2. (a) Acknowledgment of claims. Carrier will upon receipt in writing of a proper claim in the manner and form described in these regulations, acknowledge the receipt of such claim in writing to the claimant within 30 days after the date of its receipt by carrier unless carrier shall have paid or declined such claim in writing within 30 days of the receipt thereof. Carrier will indicate in its acknowledgment to the claimant what, if any, additional documentary evidence or other pertinent information may be required by it further to process the claim as its preliminary examination of the claim, as filed, may have revealed.</p> <p>(b) Carrier will at the time each claim is received create a separate file and assign thereto a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt. At the time such claim is received, carrier shall cause the date of receipt to be recorded on the face of the claim document, and the date of receipt shall also appear in carrier's written acknowledgment of receipt to the claimant. Carrier will also cause the claim file number to be noted on the shipping order, if in its possession, and the delivery receipt, if any, covering such shipment, unless carrier has established an orderly and consistent internal procedure for assuring (1) that all information contained in shipping orders, delivery receipts, tally sheets, and all other pertinent records, made with respect to the transportation of the shipment on which claim is made, is available for examination upon receipt of a claim; (2) that all such records and documents (or true and complete reproductions thereof) are in fact examined in the course of the investigation of the claim (and an appropriate record is made that such examination has in fact taken place); and (3) that such procedures prevent the duplicate or otherwise unlawful payment of claims.</p> <p>3. (a) Investigation of claims. Prompt investigation required. Each claim filed against carrier in the manner prescribed herein will be promptly and thoroughly investigated if investigation has not already been made prior to receipt of the claim.</p> <p>(b) Supporting documents. When a necessary part of an investigation, each claim must be supported by the original bill of lading, evidence of the freight charges, if any, and either the original invoice, a photographic copy of the original invoice or an exact copy thereof, or an extract made therefrom, certified by the claimant to be true and correct with respect to the property and value involved in the claim; or certification of prices or values, with trade or other discounts, allowance, or deductions reflected thereon; provided, however, that where the property involved in a claim has not been invoiced to the consignee shown on the bill of lading or where an invoice does not show price or value, or where the property involved has not been sold, or where the property has been transferred at book-keeping values only, carrier will, before voluntarily paying a claim thereon, require the claimant to establish the destination value in the quantity, shipped, transported, or involved and to certify the correctness thereof in writing.</p> <p>(c) Verification of loss. When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, carrier will obtain from the consignee of the shipment involved a certified statement in writing that the property for which the claim is filed has not been received from any other source.</p>
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The provisions published herein, will if effective, not result in an effect on the quality of the human environment. Explanation of abbreviations, reference marks, and symbols on page 3.

RULES TARIFF 14-G

RULE

GENERAL RULES AND REGULATIONS

CLAIMS

PART I - LOSS AND/OR DAMAGE

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- 4. Disposition of claims. When carrier receives a written claim for loss, damage, injury, or delay to property transported, it will pay, decline, or make a firm compromise settlement offer in writing to the claimant within 120 days after receipt of the claim by carrier provided, however, that, if the claim cannot be processed and disposed of within 120 days after the receipt thereof, carrier will at that time and at the expiration of each succeeding 60 day period while the claim remains pending, advise the claimant in writing of the status of the claim and the reason for the delay in making final disposition thereof and it shall retain a copy of such advice to the claimant in its claim file thereon.
- 5. (a) Processing of salvage. Whenever material, goods, or other property transported by carrier subject to the provisions herein contained, is damaged or alleged to be damaged and is, as a consequence thereof, not delivered or is rejected or refused upon tender thereof to the owner, consignee, or person entitled to receive such property, carrier after giving due notice, whenever practicable to do so, to the owner and other parties that may have an interest therein, and unless advised to the contrary after giving such notice, will undertake to sell or dispose of such property directly or by the employment of a competent salvage agent. Carrier will only dispose of the property in a manner that will fairly and equally protect the best interests of all persons having an interest therein. Carrier will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any, filed thereon. Carrier also will assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed thereon.
- (b) Whenever disposition of salvage material or goods shall be made directly to an agent or employee of carrier or through a salvage agent or company in which carrier or one or more of its directors, officers, or managers has any interest, financial or otherwise, carrier's salvage records shall fully reflect the particulars of each transaction or relationship, or both, as the case may be.
- (c) Upon receipt of a claim on a shipment on which salvage has been processed in the manner herein before stated, carrier will record in its claim file thereon the lot number assigned, the amount of money recovered, if any, from the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

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RULES TARIFF 14-G

RULE

GENERAL RULES AND REGULATIONS

CLAIMS

PART I - LOSS AND/OR DAMAGE (Concluded)

- 6. Concealed damage or shortage. Carrier must be promptly notified after discovery of concealed damage or shortage and given reasonable opportunity to inspect the shipment and packing. Carrier will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.
- 7. Constructive weight of packed interior shipping containers. When the liability of the carrier is to be measured by the weight of the article lost or damaged, and such article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

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Container	Wt. Per Container (In Lbs.)
DRUM, DISH-PACK. . . . .	60
CARTONS: Less than 3 cu. ft. . . . .	25
3 cu. ft. or more, but less than 4½ cu. ft. . . . .	30
4½ cu. ft. or more, but less than 6 cu. ft. . . . .	35
6 cu. ft. or more, but less than 6½ cu. ft. . . . .	45
6½ cu. ft. or more. . . . .	50
Wardrobe Carton . . . . .	50
Mattress or Box Spring Carton (Not exceeding 39" x 80") . . . . .	55
Mattress or Box Spring Carton (Not exceeding 54" x 75") . . . . .	60
Mattress or Box Spring Carton (Exceeding 54" x 75") . . . . .	80
Crib Mattress Carton. . . . .	22

NOTE 1 - Cartons containing books or phonograph records will be deemed to weigh 50 pounds.  
 NOTE 2 - Cartons containing lamp shades will be deemed to weight 10 pounds.  
 NOTE 3 - Items not identified on the inventory as to contents will be settled for the heaviest weight on the schedule for the container.

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## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS	
19 Con- tin- ued.	<p style="text-align: center;">CLAIMS</p> <p>PART II - PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION AND DISPOSITION OF OVERCHARGE OR DUPLICATE PAYMENT CLAIMS (Continued)</p> <p>Section 1 - Definitions:</p> <p>(a) "Carrier" means an authorized motor carrier of property.</p> <p>(b) "Overcharge" means charges for transportation services in excess of those applicable thereto under rate publication lawfully on file with the Commission. It also includes duplicate payments as defined in Paragraph (c) of this Section when a dispute exists between parties concerning such charges.</p> <p>(c) "Duplicate payment" means two or more payments for transporting the same shipment. Where one or more payment is not in the exact amount of the applicable rates and charges, refunds shall be made on the basis of the excess amount over the applicable rates and charges.</p> <p>(d) "Unidentified Payment" means a payment which a carrier has received but which the carrier is unable to match with its own open accounts receivable or otherwise identify as being due for the performance of transportation services.</p> <p>(e) "Claimant" means any shipper or receiver, or its authorized agent, filing a request with a carrier for the refund of an overcharge or duplicate payment.</p> <p>Section 2 - Filing and processing of claims:</p> <p>(a) A claim for overcharge or duplicate payment shall not be paid unless filed in writing with the carrier that collected the transportation charges. The collecting carrier shall be the carrier to process all such claims. When a claim is filed with another carrier that participated in the transportation, that carrier shall transmit the claim to the collecting carrier within 15 days after receipt of the claim. If the collecting carrier is unable to dispose of the claim for any reason, the claim may be filed with or transferred to any participating carrier for final disposition.</p> <p>(b) A single claim may include more than one shipment provided the claim on each shipment involves (1) the same rate publication issue or authority or circumstances, (2) single-line service by the same carrier, or (3) service by the same interline carriers.</p>	
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The provisions published herein, will if effective, not result in an effect on the quality of the human environment. Explanation of abbreviations, reference marks, and symbols on page 3.

RULE	GENERAL RULES AND REGULATIONS
19 Con- tin- ued.	<p style="text-align: center;">CLAIMS</p> <p style="text-align: center;">PART II - PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION AND DISPOSITION OF OVERCHARGE OR DUPLICATE PAYMENT CLAIMS (Continued)</p> <p>Section 3 - Documentation of Claims:</p> <p>(a) Claims for overcharge or duplicate payment shall be accomplished by sufficient information to allow the carriers to conduct an investigation and pay or decline the claim within the time limitation set forth in Section 7. Claims shall include the name of the claimant, its file number if any, and the amount of the refund sought to be recovered if known.</p> <p>(b) Claims for overcharge shall be accompanied by the original freight bill. Additional information may include, but is not limited to the following:</p> <ol style="list-style-type: none"> <li>(1) The rate, classification or commodity description or weight claimed to have been applicable.</li> <li>(2) Complete rate publication authority for the rate, classification or commodity description claimed.</li> <li>(3) Freight bill payment information.</li> <li>(4) Other documents or data which is believed by claimant to substantiate the basis for its claim.</li> </ol> <p>(c) Claims for duplicate payment shall be accompanied by the original freight bill(s) for which charges were paid and by freight bill payment information.</p> <p>(d) Regardless of the provisions of paragraphs (a), (b), and (c) of the Section the failure to provide sufficient information and documentation to allow a carrier to conduct an investigation and pay or decline the claim within the allowable time limitation shall not constitute grounds for disallowance of the claim. Rather, the carrier shall comply with Paragraph (c) of Section 4 to obtain the additional information required.</p> <p>(e) A carrier shall accept copies instead of the original documents required to be submitted in this Section where the carrier is furnished with an agreement entered into by the claimant which indemnifies the carrier for subsequent duplicate claims which might be filed and supported by the original documents.</p>
ISSUED	JANUARY 22, 1988
	EFFECTIVE FEBRUARY 22, 1988
Issued by M. E. VANMETRE, EXECUTIVE SECRETARY 2601 South Fifth Street Springfield, Illinois 62703	

The provisions published herein, will if effective, not result in an effect on the quality of the human environment. Explanation of abbreviations, reference marks, and symbols on page 3.



RULES TARIFF 14-G

RULE

GENERAL RULES AND REGULATIONS

CLAIMS

PART II - PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION AND DISPOSITION OF OVERCHARGE OR DUPLICATE PAYMENT CLAIMS (Continued)

Section 4 - Investigation of claims:

- (a) Upon receipt of a claim, whether written or otherwise, the processing carrier shall promptly initiate an investigation and establish a file, as required by Section 5.
- (b) If a carrier discovers an overcharge or duplicate payment, which has not been the subject of a claim, it shall promptly initiate an investigation and comply with the provisions in Section 8.
- (c) In the event the carrier processing the claim requires information or documents in addition to that submitted with the claim, the carrier shall promptly notify the claimant and request the information required. This includes notifying the claimant that a written claim must be filed before the carrier becomes subject to the time limits for settling such a claim under Section 7.

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Section 5 - Claim records:

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At the time a claim is received the carrier shall create a separate file and assign it a successive claim file number and note that number on all documents filed in support of the claim and all records and correspondence with respect to the claim, including the written acknowledgment of receipt required under Section 6. If pertinent to the disposition of the claim, the carrier shall also note that number on the shipping order and delivery receipt, if any, covering the shipment involved.

Section 6 - Acknowledgment of claims:

Upon receipt of a written claim, the carrier shall acknowledge its receipt in writing to the claimant within 30 days after the date of receipt except where the carrier shall have paid or declined the claim in writing within that period. The carrier shall include the date of receipt in its written acknowledgment and shall also enter this date on the face of the written claim which shall be placed in the file for that claim.

Section 7 - Disposition of claims:

The processing carrier shall pay, decline to pay, or settle each written claim within 60 days after its receipt by the carrier, except where the claimant and the carrier agree in writing to a specific extension based upon extenuating circumstances. If the carrier declines to pay a claim or makes settlement in an amount different from that sought, the carrier shall notify the claimant, in writing, of the reason(s) for its action, citing rate publication authority or other pertinent information developed as a result of its investigation.

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RULE

GENERAL RULES AND REGULATIONS

CLAIMS

PART II - PROCEDURES GOVERNING THE PROCESSING, INVESTIGATION AND DISPOSITION OF OVERCHARGE OR DUPLICATE PAYMENT CLAIMS (Concluded)

Section 8 - Disposition of unidentified payments, overcharges and duplicate payments not supported by claims:

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- (a) (1) Carrier shall establish procedures for identifying and properly applying all unidentified payments. If a carrier does not have sufficient information with which properly to apply such a payment, the carrier shall notify the payor of the unidentified payment within 60 days of receipt of the payment and request information which will enable us to identify the payment. If the carrier does not receive the information requested within 90 days from the date of the notice, the carrier may treat the unidentified payment as a payment in fact of freight charges owing to it. Following the 90 day period, the regular claims procedure under this part shall be applicable.
- (2) Notice shall be in writing and clearly indicate that it is a final notice and not a bill. Notice shall include: the check number, amount, and date; the payor's name; and any additional basic information the carrier is able to provide. The final notice also must inform payor that: (a) applicable regulations allow the carrier to conditionally retain the payment as revenue in the absence of a timely response by the payor; and (b) following the 90 day period the regular claims procedure shall be applicable.
- (3) Upon a carrier's receipt of information from the payor, the carrier shall, within 14 days: (a) make a complete refund of such funds to the payor; or (b) notify the payor that the information supplied is not sufficient to identify the unapplied payment and request additional information; or (c) notify the payor of the carrier's determination that such payment was applicable to particular freight charges lawfully due the carrier. Where no refund is made by the carrier, the carrier shall advise the payor of its right to file a formal claim for refund with the carrier in accordance with the regular claim procedure under this part.
- (b) When a carrier which participated in a transportation movement, but did not collect the transportation charges, finds that an overpayment has been made, that carrier shall immediately notify the collecting carrier. When the collecting carrier (whether single or joint-line) discovers or is notified by such a participating carrier that an overcharge or duplicate payment exists for any transportation charge which has not been the subject of a claim, the carrier shall create a file as if a claim had been submitted and shall record in the file the date it discovered or was notified of the overpayment. The carrier that collected the charges shall then refund the amount of the overpayment to the person who paid the transportation charges or to the person that made duplicate payment within 30 days from the date of such discovery or notification.

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RULE	GENERAL RULES AND REGULATIONS
24	<p style="text-align: center;"><b>ALTERNATE CHARGES</b></p> <p>The linehaul transportation charge on any shipment shall not exceed the charge as would apply on the same shipment under the next greater unit of weight at rate applicable to such next greater unit of weight. To illustrate:</p> <p>A shipment moving 200 miles weighing 670 pounds, rate \$53.60 = \$359.12. Use lowest weight in next higher weight bracket 1,000 pounds, rate \$35.90 = \$359.00.</p>
25	<p style="text-align: center;"><b>MINIMUM WEIGHT CHARGE</b></p> <p>Except as may be otherwise specifically provided for in this tariff, or as amended, a shipment weighing less than 1,000 pounds shall be accepted only at a weight of 1,000 pounds and applicable rates and charges based on weight shall be subject to a 1,000 pound minimum.</p> <p>NOTE - All shipments subject to weighing provisions as provided in Rule 4.</p>
26	<p style="text-align: center;"><b>REFERENCE TO TARIFFS, ITEMS, ETCETERA</b></p> <p>Where reference is made to Tariffs, Items, Groups, Notes, Rules, etcetera, such references are continuous and include supplements to and successive issues of such tariffs; also successive issues of such Items, Groups, Notes, Rules, etcetera.</p>
27	<p style="text-align: center;"><b>MOVEMENT OF EMPTY VEHICLES</b></p> <p>(a) A shipper having one or more shipments and desiring to continue movement of all such shipments may request the empty movement of equipment from destination to point of origin of next shipment, for further loading subject to the availability of equipment and at charges shown in rate tariffs. The empty movement of equipment shall be ordered and in writing at the time shipments are accepted for transportation.</p> <p>▲(b) Empty mileage operated from destination to next origin shall be that shown in the applicable Governing Mileage Guide.</p>
ISSUED OCTOBER 2, 1992	EFFECTIVE OCTOBER 17, 1992
(ILL-MOV)	▲Issued by PATRICIA SMITH, EXECUTIVE DIRECTOR 2601 South Fifth Street Springfield, Illinois 62703

RULE	GENERAL RULES AND REGULATIONS
28	<p style="text-align: center;"><b>RECONSIGNMENT OR DIVERSION</b></p> <p>(a) Upon instructions from the consignee or owner, a shipment will be diverted subject to the following provisions and additional charges. Carrier may require that such instructions be in writing.</p> <p>(b) The term diversion as used herein means:</p> <ol style="list-style-type: none"> <li>1. A change in the destination beyond 30 miles of the original destination city.</li> <li>2. A change in the route at the request of the consignor, consignee or owner.</li> </ol> <p>(c) When an order for diversion under this rule is received by a carrier, diligent effort will be made to locate the shipment and effect the change desired, but the carrier will not be responsible for failure to effect the change ordered, unless such failure is due to the error or negligence of the carrier or its employees.</p> <p>(d) Transportation charges on a shipment diverted to a new destination, while vehicle is enroute to or upon arriving at original destination, will be assessed at (1) the thru rate from point of origin to point of final destination via the actual point of diversion, or (2) the thru rate from point of origin to point of final destination via the original destination point, whichever is less (See Note 1).</p> <p>▲(e) On shipments diverted to a new destination under provisions of paragraph (d) of this rule, an additional charge of \$1.50 per hundred pounds will apply, based on weight at which transportation rate is based, EXCEPT if shipment is moving under provisions of Rule 5, paragraph (C) Exclusive Use of a Vehicle, or if shipment weighs or is rated at 12,000 pounds or more, the above charge will not apply, and in lieu thereof, a charge of \$5.00 per diversion will apply. If the new destination is within 30 miles of the original destination, no diversion charge will apply.</p> <p>NOTE 1 - On shipments diverted to a warehouse for storage-in-transit at a point other than original destination, the warehouse will be considered the destination point, and transportation charges to the warehouse will be assessed under the provisions of paragraph (d) of this rule, plus the additional charge provided in paragraph (e) of this rule. Charges for storage, warehouse handling and further transportation will be made according to rates, rules and regulations named in this tariff or rate tariffs.</p> <p>NOTE 2 - If instructions are received to divert a shipment that is in storage-in-transit the provisions and charges of this rules will not apply, and transportation charges will be computed under the provisions of Rule 17.</p>

That portion of Item 28 which formerly appeared on Original Page 30 and not appearing hereon is hereby cancelled. ▲Account no further application.

ISSUED MARCH 15, 1996

EFFECTIVE APRIL 1, 1996

(ILL-MOV)

Issued by PATRICIA SMITH, EXECUTIVE DIRECTOR  
2601 South Fifth Street  
Springfield, Illinois 62703

## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
20	<p style="text-align: center;">COLLECTION OF CHARGES - PAYMENTS</p> <p>(a) The carrier will not deliver or relinquish possession of any property transported by it until all tariff rates and charges thereon have been paid in cash, certified check, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank), except (1) where other satisfactory arrangements have been made between the carrier and the consignor or consignee, in accordance with rules and regulations of the Illinois Commerce Commission, or (2) when delivery is made pursuant to paragraph (c).</p> <p>(b) Nothing herein shall limit the right of the carrier to require, at time of or before shipment, the prepayment in part or in full of guarantee of the charges.</p> <p>(c) When carrier has provided an estimate of charges applicable to a shipment and when the actual charges exceed the estimate by more than 10 percent, the carrier will extend credit for such excess amount over 10 percent above the estimate, provided shipper promises to pay the balance of the charges within 30 days after delivery. However, in lieu of the aforescribed 30 day credit period, carrier may accept payment, if tendered by the shipper, by charge (credit) cards.</p> <p>(d) Subject to the foregoing paragraphs, provisions for payment of charges on storage-in-transit shipments is contained in Rule 17.</p>
21	<p style="text-align: center;">FRACTIONS, DISPOSITION OF</p> <p>Unless otherwise provided, to dispose of fractions in computing a rate or charge, omit fractions of less than one-half of one cent, and increase to the next whole figure fractions of one-half of one cent or greater.</p> <p>In the event that nickel rounding is specified, fractions of a nickel will be disposed of as follows:</p> <p style="padding-left: 40px;">\$.025 or more will be increased to the next highest nickel. \$.0249 or less will be dropped.</p> <p>EXAMPLE: Computed rate of \$10.025 will be increased to \$10.05. Computed rate of \$10.0249 will be reduced to \$10.</p>
22	<p style="text-align: center;">HOURLY RATES</p> <p>Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows: Where the time involved is 15 minutes or less the charge shall be for one quarter of an hour. When in excess of 15 minutes, but not more than 30 minutes charge for one half hour. When in excess of 30 minutes, but not more than 45 minutes, charge for three quarters of an hour. When in excess of 45 minutes charge for one hour.</p>
23	<p style="text-align: center;">COMPUTING CHARGES</p> <p>(a) Unless otherwise provided herein, where rates are stated in amounts per hundred pounds, charges shall be computed by multiplying the total weight involved by the rate shown for a hundred pounds.</p> <p>(b) When a shipment is transported a distance in excess of that shown in the rate tables, charges shall be computed as follows:</p> <ol style="list-style-type: none"> <li>1. First find the rate in the applicable weight column for the greatest distance shown in the applicable table of rates.</li> <li>◆2. Add to the above rate, 77 cents for each additional 100 miles or fraction thereof in excess of the distance shown in the rate table to obtain per hundred pound rate applicable on the shipment.</li> </ol>
<p>ISSUED JANUARY 22, 1988</p>	
<p>EFFECTIVE FEBRUARY 22, 1988</p>	
<p>Issued by M. E. VANMETRE, EXECUTIVE SECRETARY 2601 South Fifth Street Springfield, Illinois 62703</p>	

RULE	GENERAL RULES AND REGULATIONS
29	<p style="text-align: center;"><b>COLLECT ON DELIVERY (C.O.D.) SHIPMENTS</b></p> <p>(a) For the purpose of this rule, C.O.D. charges apply only to monies due the consignor and do not apply to charges collected at time of delivery for transportation or other additional services.</p> <p>(b) In the handling of C.O.D. shipments carriers shall collect C.O.D. amounts payable in cash, traveler's check, or bank check (one drawn by a bank on itself and signed by an officer of the bank) at time of delivery and shall remit each C.O.D. collection directly to the consignor, or other person designated by the consignor as payee, promptly and within ten (10) days after delivery of the C.O.D. shipment to the consignee.</p> <p>(c) When a C.O.D. shipment moves in interline service, the delivering carrier shall, at the time of remittance of the C.O.D. collection to the consignor or payee, notify the originating carrier of such remittance.</p> <p>(d) The charge for C.O.D. collection service shall be \$3.25 for each \$1000.00 or fraction thereof collected.</p>
30	<p style="text-align: center;"><b>MILEAGE DETERMINATION OF WAREHOUSE SHIPMENTS</b></p> <p>When shipments moving to or from a warehouse involve origin and destination, both shown on the same vicinity map of the applicable Governing Mileage Guide and warehouse is located within a municipality for which a key point is shown on such vicinity map mileage for the purpose of developing transportation charges shall be computed to such key point irrespective of the location of warehouse within the key point municipality.</p>
<p>Item 31 which formerly appeared on 1st Revised Page 31 and not appearing hereon is hereby cancelled. ▲Account no further application.</p>	

ISSUED MARCH 15, 1996

EFFECTIVE APRIL 1, 1996

(ILL-MOV)

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2601 South Fifth Street  
Springfield, Illinois 62703

## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
32	<p style="text-align: center;">PROHIBITED OR RESTRICTED ARTICLES - PERISHABLE ARTICLES</p> <p>(a) Carrier will not accept for shipment perishable articles including frozen foods, articles requiring refrigeration or perishable plants except as provided in Paragraphs (b), (c), or (d).</p> <p>(b) Frozen food will be accepted for transportation provided:</p> <ol style="list-style-type: none"> <li>1. The food is contained in a freezer which at time of loading is at normal deep freeze temperature.</li> <li>2. The shipment is to be transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from time of loading.</li> <li>3. No storage of shipment is required.</li> <li>4. No preliminary or enroute servicing by use of dry ice, electricity, or other preservative methods is required of the carrier.</li> </ol> <p>(c) Perishable plants will be accepted for transportation provided:</p> <ol style="list-style-type: none"> <li>1. The shipment is transported not more than 150 miles and/or delivery accomplished within twenty-four (24) hours from the time of loading.</li> <li>2. When no storage is required.</li> <li>3. No preliminary or enroute servicing or watering or other preservative method is required of the carrier.</li> </ol> <p>(d) The carrier will not be responsible for any perishable article included in a shipment without the knowledge of the carrier.</p>
33	<p style="text-align: center;">IMPRACTICABLE OPERATIONS</p> <p>Nothing in this tariff shall require the carrier to perform any line haul service or any pick-up or delivery service or any other service from or to at any point or location where, through no fault or neglect of the carrier, the furnishing of such services is impracticable because:</p> <p>(a) The conditions of roads, streets, driveways, alleys or approaches thereto would subject operations to unreasonable risk of loss or damage of life or property;</p> <p>(b) Loading or unloading facilities are inadequate;</p> <p>(c) Any force majeure, war, insurrection, riot, civil disturbance, strike, picketing or other labor disturbance would (1) subject operations to unreasonable risk of loss or damage to life or property or (2) unreasonably jeopardize the ability of the carrier to render line haul or pick-up or delivery or any other service from or to or at the points or locations.</p> <p>(d) Carrier's hauling contractors, carrier's employees or carrier's agents are precluded, for reasons beyond carrier's control, from entering premises where pick-up or delivery is to be made.</p> <p>(e) Local, state or federal restrictions, regulations or laws prohibit performance of such services by line haul equipment.</p> <p>(f) When service is impracticable for reasons stated in this rule, and service can be completed through the employment of services of third person, see Rule 35.</p>
<p>ISSUED JANUARY 22, 1988</p> <p>EFFECTIVE FEBRUARY 22, 1988</p>	
<p>Issued by M. E. VANMETRE, EXECUTIVE SECRETARY 2601 South Fifth Street Springfield, Illinois 62703</p>	



## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
	<p data-bbox="727 254 1122 279" style="text-align: center;">RIGGING, HOISTING OR LOWERING</p> <p data-bbox="347 300 1572 394">When it is necessary to use rigging, hoisting or lowering services in order to accomplish pick-up or delivery of a shipment, carrier will perform such services at the rates provided in the Labor Charge Item of rate tariffs, subject to carrier's ability to furnish equipment and experienced personnel.</p> <p data-bbox="277 415 1588 531">34 If requested by shipper, consignee or owner, carrier will as agent for shipper, consignee or owner, undertake to secure such services from a third party, if available. All charges of third persons must be paid by the shipper and are in addition to all other charges in this tariff. Such charges will be advanced by the carrier, and billed as an Advanced Charge as provided in Rule 35 herein.</p> <p data-bbox="347 552 1531 600">If carrier is unable to furnish or secure the equipment or experienced personnel, the shipper, owner or consignee of the goods must arrange for such service.</p>
	<p data-bbox="808 621 1040 646" style="text-align: center;">ADVANCING CHARGES</p> <p data-bbox="277 667 1572 783">35 Charges advanced by carrier for services of others engaged at the request of the shipper will be supported by carrier with a copy of invoice setting forth services rendered, charges and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The charges so advanced are in addition to and shall be collected with all other lawful rates and charges.</p>
	<p data-bbox="711 804 1122 829" style="text-align: center;">DISASSEMBLING AND REASSEMBLING</p> <p data-bbox="277 850 1588 1056">36 The line-haul transportation rates DO NOT include removing any outdoor article embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles such as steel utility cabinets, swing sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings such as steel shelving, pool tables, elongated work tables, counters, etc. Upon request of shipper, owner or consignee, the carrier will disassemble or reassemble such articles, subject to charges provided in the Labor Charge Item of rate tariffs. The shipper, in such case, will be required to furnish at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform the service.</p>
<p data-bbox="305 1839 634 1864">ISSUED JANUARY 22, 1988</p> <p data-bbox="1159 1839 1544 1864" style="text-align: right;">EFFECTIVE FEBRUARY 22, 1988</p>	
<p data-bbox="932 1906 1544 1980">Issued by M. E. VANMETRE, EXECUTIVE SECRETARY 2601 South Fifth Street Springfield, Illinois 62703</p>	

## RULES TARIFF 14-G

RULE	GENERAL RULES AND REGULATIONS
	<p style="text-align: center;">BILLS OF LADING - INFORMATION TO BE INCLUDED</p> <p>1. The Uniform Household Goods Bill of Lading for any shipment accepted for transportation and/or storage shall have printed in bold face on the face thereof a statement reading as follows:</p> <p style="padding-left: 40px;">Unless the shipper expressly releases the shipment to a value of 30 cents per pound per article, the mover's maximum liability for loss and damage shall be either the lump sum value declared by the shipper or an amount equal to \$2.00 for each pound of weight in the shipment, whichever is greater.</p> <p style="padding-left: 40px;">The shipment shall move subject to the rules and conditions of the mover's tariff. Shipper hereby releases the entire shipment to a value not exceeding. (to be completed by the person signing below)</p> <p style="padding-left: 40px;">NOTICE: THE SHIPPER SIGNING THIS CONTRACT SHALL INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE, THE SHIPMENT SHALL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$2.00 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Shipper)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Date)</p>
42	<p>The shipper, in signing this Bill of Lading, assents to its terms and conditions, if and only if, such terms and conditions are in conformity with law.</p> <p>2. In addition to the above, the carrier shall include in the Bill of Lading the following minimum information:</p> <ul style="list-style-type: none"> <li>(a) The commodities transported and their weight or the applicable rate for time-rated shipments, the point of origin and destination of such commodities, the names of the consignor and consignee and the charge therefor.</li> <li>(b) Names of the movers participating in the transportation of the shipment.</li> <li>(c) Name, address, and telephone numbers of the office of the mover who should be contacted in relation to the shipment, should there be a need for such contact;</li> <li>(d) Name, address, and telephone number of a person to whom notification of delay in pick-up or delivery shall be given, except when this cannot be obtained from the shipper;</li> <li>(e) (a) Agreed pick-up, (b) the actual pick-up date and (c) agreed to delivery date, or the agreed period of time within which delivery of the shipment is expected at destination;</li> <li>(f) Estimated amount due the mover in cash, bank cashier's check, traveler's check, or postal money order to obtain possession of a COD shipment;</li> <li>(g) A statement that for liability purposes, when no applicable scale weight exists, household goods shall be deemed to weigh 7 pounds per cubic foot;</li> <li>(h) In all other respects, household goods bills of lading shall be governed by the provisions of Title 92 IAC Part 1415, as amended.</li> </ul>
	<p>ISSUED JANUARY 22, 1988</p> <p style="text-align: right;">EFFECTIVE FEBRUARY 22, 1988</p>
	<p style="text-align: right;">Issued by M. E. VANMETRE, EXECUTIVE SECRETARY 2601 South Fifth Street Springfield, Illinois 62703</p>

The provisions published herein, will if effective, not result in an effect on the quality of the human environment. Explanation of abbreviations, reference marks, and symbols on page 3.

**Rule 43\*▲®***continued next page*  
® indicates reduction**Bill of Lading Contract Terms and Conditions**

This contract is subject to all the rules, regulations, rates, and charges in mover's currently effective applicable tariff on file with the Illinois Commerce Commission, including, but not limited to, the following terms and conditions:

1. **OWNERSHIP OF PROPERTY:** Shipper has represented and warranted to the Mover to be the legal owner or in lawful possession of the property, and has the legal right and authority to contract for services for all of the property tendered, upon provisions, limitations, terms and conditions herein set forth. If there is any litigation or threatened litigation as a result of the breach of this clause, shipper and/or customer agrees to pay all charges that may be due together with such costs and expenses, including attorneys fees, which Mover may reasonably incur or become liable to pay in connection therewith. Shipper and/or customer shall indemnify and hold harmless Mover from any liability for loss, cost, expenses, and damages for which Mover may be liable or incur as a result of any breach of this clause. Mover shall have a lien on said property for all charges that may be due as well as for such costs and expenses.
2. **MOVER'S LIABILITY**
  - a) Mover shall not be liable for documents, currency, money, jewelry, precious stones, or articles of extraordinary value which are not specifically listed on the bill of lading.
  - b) Explosives or dangerous goods will not be accepted for shipment. Every party, whether principal or agents shipping such goods, shall indemnify the Mover against all loss or damage caused by such goods, and Mover will not be liable for safe delivery of the shipment.
  - c) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for mechanical or electrical functioning of any article, such as but not limited to, pianos, radios, phonographs, television sets, computers, clocks, barometer, mechanical refrigerators or air conditioners, or other instruments or appliances, whether or not such articles are packed or unpacked by the company.
  - d) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for any fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery.
  - e) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for damage to or loss of contents of pieces of furniture, crates, cartons, boxes, or other containers unless such contents are open for the Mover's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the Mover or its agent.
  - f) Except in cases of negligence of the Mover or party in possession, Mover shall not be liable for loss or damage resulting from insects, moth, vermin, ordinary wear and tear, rust, fire, water, mold or mildew, changes of temperature, fumigation or deterioration.
  - g) Mover shall not be liable for delay caused by highway obstruction or faulty or impassable highway, or lack of capacity of any highway bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment. Mover shall not be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Mover shall have the right in case of physical necessity to forward said property by any Mover or route between the point of shipment and the point of destination.
  - h) Mover shall not be liable for any loss or damage or delay caused by an act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation, the act or default or the shipper or owner, the nature of the property or defect, or inherent vice therein.
  - i) Mover shall not be liable for any loss or damage or delay caused by terrorist activity, including action in hindering or defending against an actual or expected terrorist activity. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. The term "terrorist activity" means any activity that is unlawful under the laws of the United States or any State and which involves any of the following: (1) the hijacking or sabotage of any conveyance (including an aircraft, vessel, cab, truck, van, trailer, container, or vehicle) or warehouse or other building; (2) the seizing or detaining, and threatening to kill, injure, or continue to detain another Individual in order to compel a third person (including a governmental organization) to do or abstain from doing any act as an explicit or implicit condition for the release of the individual seized or detained; (3) an assassination; (4) the use of any (A) biological agent, chemical agent, or nuclear weapon or device, or (B) explosive, firearm, or other weapon or dangerous device (other than for mere personal monetary gain), with intent to endanger, directly or indirectly, the safety of one or more individuals or to cause substantial damage to property; or (5) a threat, attempt, or conspiracy to do any of the foregoing.
3. **PAYMENT OF CHARGES**
  - a) Shipper shall be liable for any and all charges applicable under Mover's tariffs.
  - b) Except in those instances where it may be lawfully authorized to do so, Mover shall not deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon shall have been paid.
  - c) Nothing herein shall limit the right of the Mover to require at the time of shipment the prepayment of the charges.

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40 Adloff Lane, Suite 2  
Springfield, IL 62703

**Rule 43 \*▲®**concluded  
® indicates reduction**4. CLAIMS**

- a) All claims must be filed in writing to the Mover within ninety (90) days after delivery of the property, or, in case of failure to make delivery, then within ninety days after a reasonable time for delivery has elapsed; and all suits shall be instituted against Mover only within two years from the day when notice in writing is given by the Mover to the claimant that the Mover has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the forgoing provisions, the Mover hereunder shall not be liable and such claims will not be paid.
- b) Any and all charges applicable in Mover's tariff must be paid in full before claims will be settled.
- c) Mover shall have the right to inspect and repair alleged damaged articles. Damage will be adjusted on the depreciated value of the item based upon the cost to repair or replace with like kind and quality not to exceed the lump sum value declared, whichever is less.
- d) Valuation provisions as declared by Shipper in writing on face hereof shall be Mover's maximum liability. In all cases not prohibited by laws, where a lower value than actual value has been represented in writing by the Shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.
- e) Mover or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or account of said property so far as this shall not avoid the policies or contracts of insurance, provided that the Mover reimburse the claimant for the premium paid thereon.

**5. MOVER'S LIEN**

- a) If for any reason other than the fault of the Mover, delivery cannot be made at the address shown on the face hereof, or any changed address of which Mover has been notified, Mover, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and there held without liability on the part of the Mover, at the cost of the owner, and subject to a lien for all accrued tariff, storage, and other lawful charges.
- b) If a shipment is refused by consignee at destination, or if shipper, consignee, or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper refused to pay lawfully applicable charges in accordance with Mover's applicable tariff, Mover may sell the property at its option either (a) upon the notice and in the manner authorized by law, or (b) at public auction to the highest bidder for cash at a public sale to be held at a time and place named by Mover, thirty (30) days notice of which sale shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing, caring for, and maintaining property prior to sale. Any balance shall be paid to the owner of the property sold hereunder.
- c) Any perishable articles contained in said shipment may be sold at public or private sale without such notice, if, in the opinion of the Mover, such action is necessary to prevent deterioration or further deterioration.

**6. OTHER PROVISIONS:**

If this bill of lading is issued on the order of the Shipper, or its agent, in exchange or in substitution for another bill of lading, the Shipper's signature to the prior bill of lading as to the statement of value of otherwise, or election for common laws or bill of lading liability, or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in connection with this bill of lading.

Any alteration, addition, or erasure in this bill of lading which shall be made without special notation hereon of the agent of the Mover issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

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That portion of Item 43 which formerly appeared on Original Page 37 and not appearing hereon is hereby cancelled. ▲Item 43 as amended will apply.

ISSUED DECEMBER 15, 1995

EFFECTIVE JANUARY 1, 1996

(ILL-MOV)

Issued by PATRICIA SMITH, EXECUTIVE DIRECTOR  
2601 South Fifth Street  
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That portion of Item 43 which formerly appeared on Original Page 38 and not appearing hereon is hereby cancelled. ▲Item 43 as amended will apply.

ISSUED DECEMBER 15, 1995

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2601 South Fifth Street  
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RULE	GENERAL RULES AND REGULATIONS
45 (new)	<p><b>LIMITATION OF LIABILITY ON PRESS BOARD, PARTICLE BOARD, AND/OR ENGINEERED WOOD "READY TO ASSEMBLE" FURNITURE</b></p> <p><b>DEFINITION:</b> "Ready to assemble furniture" shall be defined as meaning articles constructed of press board, particle board and/or engineered wood, which are shipped from place of manufacture in a knocked down "KD" or knocked down flat "KDF" condition to be assembled post-factory by a store, reseller, or end user.</p> <p>Ready to assemble furniture is not built to withstand the normal stresses of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, unrepairable damage. The shipper, owner, or consignee should choose one of the following options when shipping furniture constructed of these materials. Documentation of this choice on a specific addendum to the Bill of Lading shall include an "X" in the box next to the option choice and the shipper, owner, or consignee's signature. If the shipper, owner, or consignee fails to indicate a specific option on the addendum form, then Option 3 will automatically apply.</p> <p><b>OPTION 1:</b> Shipper, owner, or consignee may disassemble press board, particle board and/or engineered wood furniture prior to move. Shipper, owner, or consignee assumes all responsibility for damage to the press board, particle board and/or engineered wood furniture which may occur during the disassembly of the furniture.</p> <p><b>OPTION 2:</b> Shipper, owner, or consignee may engage the services of another individual or company to disassemble press board, particle board and/or engineered wood furniture prior to move. Shipper, owner, or consignee assumes all responsibility for damage to the press board, particle board and/or engineered wood furniture which may occur during the disassembly of the furniture.</p> <p><b>OPTION 3:</b> If shipper, owner, or consignee fails to avail themselves of Options 1 or 2 as set forth above, and press board, particle wood and/or engineered wood furniture is tendered to the carrier fully assembled, any claim for damage to the press board, particle wood and/or engineered wood furniture may be denied to inherent vice, based upon the fact that fully assembled press board, particle wood and/or engineered wood furniture is inherently susceptible to damage as outlined above.</p>

ISSUED MARCH 8, 2001

EFFECTIVE APRIL 1, 2001

(ILL-MOV)

Issued by PATRICIA MCLAUGHLIN, EXECUTIVE DIRECTOR  
40 Adloff Lane, Suite 2  
Springfield, Illinois 62703



RULE

## GENERAL RULES AND REGULATIONS

## DEPRECIATION FACTOR ON CLAIMS FOR LOST OR DAMAGED ITEMS

47  
(new)

When settling a claim for loss or damage, carrier shall use the replacement cost of the lost or damaged item as a base point to apply a depreciation factor to arrive at the current actual value of the lost or damaged item; provided that where an item cannot be replaced or no suitable replacement is obtainable, the proper measure of damages shall be the original cost, augmented by a factor derived from a consumer price index, and adjusted downward to reflect depreciation over average useful life. This Item will take precedence over corresponding provisions of Item 19 (Claims).

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## REMOVAL OR PLACEMENT OF PROPERTY FROM OR TO INACCESSIBLE LOCATIONS

It is the responsibility of the shipper for removal or placement of property from or to attics, basements and other locations, and to make property available to the carrier where the location of property and goods to be shipped or delivered is (1) not accessible by a permanent stairway (does not include ladders of any type), (2) not adequately lighted, (3) does not have a flat continuous floor, and (4) does not allow a person to stand erect. If the shipper or owner requests and carrier agrees to removal or placement of property from or to such areas not readily accessible, Item 60 (Labor Charges) of Rate Tariffs will apply for this service.

ISSUED JULY 22, 1988

EFFECTIVE AUGUST 22, 1988

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2601 South Fifth Street  
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