

## Moving Authority Household Goods Arbitration Program

### Rule 1: Definitions.

**"Agent"** - A local moving company that books long distance moves through a larger household goods Carrier or van line. An Agent company usually performs the packing, storage and other local moving services that are required as part of an interstate shipment of household goods.

**"Bill of Lading"** - The contract between a Shipper/Claimant and a Carrier that lists the dates, services and charges for a move and receipt for the articles tendered by a Shipper/Claimant to a carrier.

**"Binding Arbitration"** - A legal procedure used to resolve disputes where the parties to the dispute agree to abide by the decision of an independent neutral third party.

**"Business Days"** All Calendar Days, except Saturdays, Sundays, and federal holidays.

**"Calendar Days"** - All days, including Saturdays, Sundays, and local and federal holidays.

**"Carrier"** - The household goods mover or van line under whose interstate authority the move was conducted.

**"Claim"** - A Claim for loss or damage to household goods transported under a moving contract (Bill of Lading), or a dispute regarding the amount of charges assessed by the Carrier in addition to those collected at delivery for transportation and services related to household goods under a moving contract, subject to the Carrier's tariff.

**"Filed"** - A Submission is considered Filed on the date that NAM (National Arbitration and Mediation) receives all fees and the complete Demand for Arbitration Form, which includes 2 (two) copies of all supporting items; A copy of the Bill of Lading; Proof of Service of the Demand for Arbitration and supporting documents on the Respondent/Carrier via overnight, certified mail or personal delivery; A check payable to NAM for the appropriate administrative fee; Request for In Person/Oral Arbitration Hearing Form, if applicable, and the additional fee as specified in the Fee Schedule.

**"Notice"** - A written Notice or other written communication to NAM (National Arbitration and Mediation), the Moving Authority Household Goods Dispute Resolution Arbitration Program or to the parties to the dispute.

**"Shipper/Claimant"** - A party who enters into a moving contract (Bill of Lading) with a Carrier for the purpose of shipping household goods from one place to another.

**"Submissions"** - All documents, writings, data compilation, tape recordings, electronic recordings or video recordings, including the Demand for Arbitration Form, Claimant Questionnaire, the legal memorandum, position paper, case law, expert reports, photographs, bills, receipts, invoices, or any other written documentary evidence submitted by a party in support of its position

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### **Rule 2: Program Information Requirement**

Any Carrier participating in the Moving Authority Household Goods Arbitration Program is required and agrees to provide information as to the availability of the Arbitration program to any and all parties that are conducting a household goods move with the Carrier before the shipment is tendered for relocation. This information will include a concise, clear and accurate summary of procedures and the costs associated with Arbitration as well as the disclosure of the legal effects of the election to use the program.

### **Rule 3: Limitation of Applicability**

All rules or revision of rules apply to Claims resulting from interstate household goods shipments that have been requested and paid for by an individual householder (also known as a "collect on delivery" or COD shipment). Any Claim disputes that involve a shipment that is requested and paid for by a party other than the householder can be arbitrated through this program and under these rules only if the Carrier and the second party both agree to the Arbitration procedures.

### **Rule 4: Submission of a dispute to Arbitration**

If Arbitration is requested by a Shipper/Claimant for a disputed Claim over \$10,000.00, the disputed Claim will be submitted for Arbitration only if both the Shipper/Claimant and the Carrier agree to proceed to Binding Arbitration. If the Shipper/Claimant requests Arbitration for a disputed Claim of \$10,000.00 or less, it is mandatory that the disputed Claim must be submitted to Binding Arbitration if the parties cannot reach a settlement.

### **Rule 5: Arbitration Administrator**

Once both the Shipper/Claimant and the Carrier have agreed to proceed to Arbitration and they sign the Demand for Arbitration Form, the parties have agreed that NAM (National Arbitration and Mediation) shall be the administrator of the Arbitration. The arbitration rules and procedures of NAM are set forth in the Moving Authority Household Goods Arbitration Rules and Procedures.

### **Rule 6: Requesting Arbitration**

A Shipper/Claimant is permitted to request Arbitration only after the Claims process has been completed and the Carrier or their third party Claims company has either made an offer to settle the Claim that was rejected by the Shipper/Claimant or after the Claim was denied. Unless the Carrier has agreed to waive the requirement, all Claims for Arbitration must be completed within 90 Calendar Days after the Carrier has made their final offer to settle or denied a Claim Filed by the Shipper/Claimant in writing.

The Shipper/Claimant may request Arbitration of a disputed Claim by requesting information from Moving Authority Enterprises in writing by providing the Shipper/Claimant's name, current mailing address and phone number, the name that the move was performed under, the Carrier's name, the job (or order or reference) number, the Claim number, relocation dates, the value of the Claim as well as a description of the disputed Claim.

### **Rule 7: Notification and Response by the Carrier to the Shipper/Claimant's Request**

Moving Authority Household Goods Arbitration Program will send a timely Notice to the Carrier that a Shipper/Claimant has requested Arbitration. The Carrier must respond to the Notice advising whether there is an agreement to proceed with Arbitration or whether the Shipper/Claimant's request for Arbitration is being rejected within 15 (fifteen) Business Days.

If the Shipper/Claimant's request for Arbitration is based upon a Claim that is valued at \$10,000.00 or less, the Carrier must notify Moving Authority that the disputed Claim was settled or submit an authorization for Moving Authority Household Goods Arbitration Program to issue the Arbitration forms to the Shipper/Claimant. If the disputed Claim is valued at more than \$10,000.00, the Carrier has the right to authorize the Arbitration forms to be provided to the Shipper/Claimant or the Carrier may deny arbitrating the dispute. If the Carrier elects to deny arbitrating the dispute, the Carrier must notify the Shipper/Claimant directly within the 15 business day time frame explained above and the Carrier must also provide a copy of the denial letter to the Moving Authority Household Goods Arbitration Program.

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**Rule 8: Arbitration Administrative Fees**

For Arbitrations Based on Written Submissions:

The amount of the administrative fee is based on the amount of the Shipper/Claimant's Claim that is in dispute:

<b>Claim Amount</b>	<b>Total Administrative Fee &amp; Breakout of such fee between Shipper/Claimant &amp; Carrier</b>
\$10,000 or less	\$625: \$290 from Shipper/Claimant; \$335 from Carrier
Over \$10,000 up to \$20,000	\$675: \$315 from Shipper/Claimant; \$360 from Carrier
Over \$20,000 up to \$30,000	\$725: \$340 from Shipper/Claimant; \$385 from Carrier
Over \$30,000 up to \$40,000	\$775: \$365 from Shipper/Claimant; \$410 from Carrier
Over \$40,000 up to \$50,000	\$825: \$390 from Shipper/Claimant; \$435 from Carrier
	\$825 plus 1% of the amount over \$50,000:
Over \$50,000	\$390 plus 1/2 of 1% of the amount over \$50,000 from Shipper/Claimant; \$435 plus 1/2 of 1% of the amount over \$50,000 from Carrier

For example, if the amount of the dispute is \$7,500, the applicable Administrative Fee would be \$625. This fee would be shared between the parties with the Carrier paying \$335 and the Shipper/Claimant paying \$290. If the Claim in dispute is higher, \$75,000 for example, a \$825 fee would apply plus 1% of the amount over \$50,000. In this example, the fee to be shared by the parties would be 1,075 (\$825 plus 1% of \$25,000); the fee for each party would be \$515 from the Shipper/Claimant and \$560 from the Carrier.

The Arbitrator may apportion the fee as part of the final decision by determining which party shall pay the cost or a portion of the cost of the Arbitration proceeding, including the cost of initiating the Arbitration process.

All Requests for Oral Hearing Forms must be accompanied by the additional Oral Hearing Administrative Fee. The Administrative Fee, that is in addition to the initial filing fee, for each party for an Oral Hearing shall be as follows:

<b>Claim Amount</b>	<b>Administrative Fee Per Session Per Party</b>
\$10,000 or less	\$300
Over \$10,000 up to \$50,000	\$400
Over \$50,000 up to \$100,000	\$500
Over \$100,000	\$650

A sixty (60) minute session is scheduled for cases in which the amount in controversy is \$10,000 or less. A one hundred twenty (120) minute session is scheduled for cases in which the amount in controversy is over \$10,000 and up to \$50,000. A one hundred eighty (180) minute session is scheduled for cases in which the amount in controversy is more than \$50,000.