

MOVING AUTHORITY HOUSEHOLD GOODS ARBITRATION RULES AND PROCEDURES

ADMINISTERED BY: NAM (National Arbitration and Mediation)
990 Stewart Avenue, 1st Flr.
Garden City, NY 11530
800-358-2550
Attn: Commercial Dept.
www.NAMADR.com

INTRODUCTION

PLEASE CONTACT MOVING AUTHORITY ENTERPRISES, INC. (772) 332-7460 PRIOR TO FILING A DEMAND FOR ARBITRATION WITH NAM TO ENSURE COMPLIANCE WITH ALL PRE-ARBITRATION PROCEDURES.

Moving Authority Enterprises, Inc. (MAE) has designated NAM (National Arbitration and Mediation, Inc.) as the Administrator of its Arbitration Program pursuant to the rules and procedures set forth herein (hereinafter the “Rules”).

Arbitration is not mandatory for claims of more than \$10,000. If the dispute involves a claim for more than \$10,000 and the Shipper/Customer requests Arbitration, such Arbitration shall be binding on the parties only if the Carrier agrees to Arbitration.

If the dispute involves a claim for \$10,000 or less and the Shipper/Customer requests Arbitration, such Arbitration is mandatory as to the Carrier and shall be binding on the parties.

These Rules apply to claims resulting from interstate household goods shipments that have been arranged and paid for by an individual householder. Claim disputes involving shipments of goods arranged and paid for by a party other than the individual householder (the Shipper’s/Customer’s employer, for example) may be arbitrated under these rules, but only when both the Carrier and the second party agree to arbitrate under these procedures.

1: DEFINITIONS

For purposes of these Rules, the following definitions apply:

A. Arbitration Agreement – any written agreement between the parties to resolve a dispute, claim or controversy through binding Arbitration.

B. Arbitration Hearing – any proceeding in which disputes, claims or controversies are resolved, including:

i. **Oral Arbitration Hearing** – any proceeding in which an Arbitrator entertains oral testimony or arguments and reviews documents and evidence to render an award or judgment. The hearing may be conducted in-person or via telephone.

ii. **Arbitration based on Written Submissions** – any proceeding in which the Arbitrator reviews documents, evidence or property and bases his or her decision solely on the documentary evidence presented to him or her.

C. Arbitration Notice – a written notice which the Claimant files and serves upon the Respondent to initiate the claim and request Arbitration. Also referred to as a Demand For Arbitration.

D. Arbitrator – an individual conducting Arbitration Hearings.

E. Award – any binding award issued by an Arbitrator establishing the final rights and obligations of the parties. A judgment may be entered for enforcement in a public court pursuant to the rules of the relevant jurisdiction for enforcement of arbitral awards.

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

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

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

I. 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.

J. Claimant – any party initiating an Arbitration and making a Claim under these Rules and Procedures.

K. Document – any writing or data compilation containing evidential information such as facts, opinions, statements, reasons, descriptions, legal arguments or any other information in any form such as an agreement, record, correspondence, tape, disk, request, notice, affidavit, memorandum or other writing. Documents shall include, but not be limited to, all written notifications and communications, pleadings, reports, photographs, bills, receipts, invoices, records maintained in the ordinary course of business, medical reports, contracts and any other written documents.

L. Fee Schedule – the then current NAM Fee Schedule in effect at the time of the filing of the claim which is subject to and is made a part of these Rules and incorporated by reference herein.

M. NAM – the administrator of the Moving Authority Enterprises, Inc. Household Goods Arbitration Program, headquartered at 990 Stewart Avenue, First Floor, Garden City, NY 11530; telephone # is 800-358-2550.

N. NAM Administrator – the individual or individuals appointed by NAM to administer Moving Authority Enterprises, Inc. Household Goods Arbitration Program. Unless specifically directed to do so by the NAM Administrator or the Arbitrator(s), all communications among the parties and NAM, whether verbal or written, should be addressed to the NAM Administrator at 990 Stewart Avenue, First Floor, Garden City, NY 11530 ATTN: COMMERCIAL CLAIMS and not directly to the Arbitrator(s). The NAM Administrator may, in his or her discretion, appoint a NAM employee or employees to assist in the administration of a claim submitted to NAM.

O. Order – any directive issued by an Arbitrator establishing specific rights and obligations of the parties.

P. Party – any individual or entity who makes a claim or against whom a claim is made, including Claimants and Respondents.

Q. Response-a written answer by the Respondent to the claims set forth by the Claimant in the Demand for Arbitration.

R. Reply- a written statement in further support of the claims set forth in the Demand for Arbitration filed by the Claimant and in reply to the Response filed by the Respondent.

S. Representative – any individual, including an attorney, who represents a party in an Arbitration.

T. Respondent – any party against whom a claim is made.

U. Service – the methods of delivery specified in Rule No. 11 by which a party may deliver an Arbitration Notice, Response, Reply or Sur-Reply or any other documents or written communications to another party or to the NAM Administrator.

V. Shipper/Customer - 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.

W. Signature or Signed – a mark or symbol intended as an attestation, produced by reliable means, intended as a signature.

X. Sur-Reply- a written statement/explanation submitted by Respondent in response to the Reply of the Claimant.

Y. Witness – an individual who may or may not be a party, who will appear at an Arbitration hearing and give sworn testimony regarding the dispute, claim or controversy.

Z. Working Days – All calendar days, except Saturdays, Sundays, and federal holidays.

AA. 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.

2: APPLICATION OF RULES

The Rules set forth herein are part of the Moving Authority Enterprises, Inc. Household Goods Arbitration Program. These Rules shall govern binding Arbitrations of disputes that are administered by NAM.

3: PRIVACY

All documents and materials submitted to or filed with NAM shall remain private and not subject to public scrutiny. By the parties' agreement, all communications, whether oral or written, and all testimony will remain confidential, and inadmissible in any other judicial or alternative dispute resolution proceeding.

4: EXCLUSION OF LIABILITY

A. Neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators, Mediators or agents shall be liable for any act or omission in connection with any Arbitration conducted under these Rules or any other rules and procedures mutually agreed upon by the parties.

B. Neither NAM, nor its Officers, Directors, employees, representatives, Arbitrators, Mediators or agents are a necessary party in any further alternative dispute resolution or judicial proceeding and may not be called to testify at any subsequent proceeding.

C. The parties agree not to make any claims against NAM for damage, loss or injury and hereby waive any cause of action or other remedy against NAM, its Officers, Directors, employees, representatives, Arbitrators/Mediators or agents.

5: INITIATING THE ARBITRATION

1. To initiate an Arbitration, the Shipper/Customer must submit the following to NAM-National Arbitration and Mediation at: 990 Stewart Ave, 1st Floor, Garden City, NY 11530 ATTN: COMMERCIAL DEPT.
 - An original plus one (1) copy of the Demand for Arbitration Form, and any accompanying paperwork, including the bill of lading.
 - Proof of Service of the Demand for Arbitration on the Respondent/Carrier via overnight, certified mail or personal delivery;
 - A check payable to NAM for the appropriate administrative fee;
 - Request for Oral Arbitration Hearing Form, if applicable, and the additional fee as specified in the Fee Schedule.
2. The Carrier shall, within thirty (30) days of service of the Demand for Arbitration, respond to the Demand and send its Response and supporting documentation to the Shipper/Customer via certified mail, overnight mail or personal delivery. The Carrier shall respond to the Shipper's/Customer's request for an Oral Arbitration Hearing, if applicable. The original plus one (1) copy of the Carrier's Response, together with all supporting documents, proof of delivery to Shipper/Customer, and Carrier's NAM Administrative Fee should be submitted to NAM at: 990 Stewart Ave, 1st Floor, Garden City, NY 11530 ATTN: COMMERCIAL DEPT.
3. Within thirty (30) days of service of Carrier's Response, Shipper/Customer may send a Reply submission to Carrier's Response by certified mail, personal delivery or overnight mail. A Reply submission is not required but can be used to provide additional information or to clarify issues involved in the dispute. The original plus one (1) copy of the Shipper's/Customer's Reply submission together with supporting documents and proof of delivery to Carrier shall be sent to NAM. If the Shipper/Customer does not reply within thirty (30) days of service of the Response, it is deemed a waiver of the right to submit a Reply.
4. In the event the Shipper/Customer serves a Reply, Carrier may serve a Sur-Reply within thirty (30) days of service of the Reply. A Sur-Reply submission is not required but can be used to provide additional information or to clarify issues involved in the dispute. The original plus one (1) copy of the Carrier's Sur-Reply submission together with supporting documents and proof of delivery to Shipper/Customer shall be sent to NAM. If the Carrier does not serve its Sur-Reply within thirty (30) days of service of the Claimant's Reply, it is deemed a waiver of their right to Sur-Reply.

6: ORAL ARBITRATION HEARING--- Either party may request an Oral Arbitration Hearing by completing the Request for Oral Hearing Form and submitting it with their initial submission, together with the appropriate fee as per the Fee Schedule. If the responding party agrees to an Oral Arbitration Hearing, its written response to NAM shall include the appropriate fee per the Fee Schedule.

7: ARBITRATION BY WRITTEN SUBMISSION: In the event the parties do not request an Oral Arbitration Hearing, or both parties do not affirmatively agree to an Oral Arbitration Hearing, the Arbitration will proceed based ONLY on the documents served and filed by the parties.

8: APPOINTMENT OF THE ARBITRATOR: Following receipt of Carrier's Sur-Reply submission, or the expiration of the time allowed for same, NAM will appoint an Arbitrator from its roster of neutrals. Parties will be notified in writing as to the appointment of the Arbitrator. Neither the Shipper/Customer nor Carrier may communicate directly with the Arbitrator. If the Arbitration is proceeding by Oral Arbitration Hearing, the NAM Administrator will contact the parties with available dates, times and locations for the hearing. If the Arbitration is proceeding by Written Submission, the NAM Administrator will notify the parties of the appointment and forward the Demand, Response, Reply and Sur-Reply (if applicable) to the appointed Arbitrator for determination.

9: DISQUALIFICATION OF THE ARBITRATOR—Either party can ask to have an Arbitrator disqualified if a conflict of interest exists that causes the Arbitrator to be, or appear to be, unfair or biased. Either party may request disqualification of an Arbitrator by notifying NAM in writing, along with sending a copy to the other party, of the reasons for the disqualification of the Arbitrator. A request for disqualification of an Arbitrator must be made within fifteen (15) calendar days after the date of the Notice of Arbitrator Appointment. NAM will review the request and will have the sole discretion to determine if the Arbitrator shall be disqualified. If an Arbitrator is disqualified or becomes unable to arbitrate before the issuance of a decision, NAM shall select a new Arbitrator and send a new Notice of Arbitrator Appointment to the parties.

10: ARBITRATOR AUTHORITY

- A. The Arbitrator has jurisdiction to consider only Claims for loss or damage to the household goods transported and to determine whether Carrier charges, in addition to those collected at delivery, must be paid by the Shipper for transportation and services related to the transportation of household goods.
- B. A decision resolving a dispute may include any remedies appropriate under the circumstances, including repair, replacement, refund, reimbursement for expenses, compensation for damages, and an order requiring the payment of additional carrier charges.
- C. The Arbitrator has no jurisdiction to consider any other Claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any Claim which is not subject to Arbitration under law.

- D. The Arbitrator may request that the parties supply any additional facts or materials that, in the opinion of the Arbitrator, will be helpful in determining the case. Documents submitted in response to an Arbitrator's request shall be submitted to NAM no later than twenty (20) Calendar Days after the date of the request. The Arbitrator may also request the scheduling of a telephonic conference call with the parties to supply any additional facts or materials that the Arbitrator, in his/her sole discretion, feels will be necessary to determine the case, regardless of whether the matter is proceeding by Written Submission.

11: SERVICE OF DOCUMENTS; TIME LIMITS

- A. Service of documents by the parties may be completed by any one of the following methods: delivery by messenger service, overnight delivery service by a nationally recognized courier company or by certified mail. The party must obtain a record of the sending thereof. Service by any of the aforementioned means is considered effective upon the date of deposit of the document. Documents shall be served to the last known address of the party or its representative for whom same are intended, as provided to NAM at the time of submission of the Demand For Arbitration and/or Response. The parties are required to notify each other and NAM of any change of address.
- B. In addition to the methods of service provided for in Rules No. 5 & 11, the NAM Administrator and the Arbitrator may also communicate with the parties and/or each other, and/or serve any document, by electronic fax transmission (fax), electronic mail (email) and U.S. mail.
- C. The NAM administrator and/or Arbitrator may extend or modify any of the time periods set forth herein. An extension request by either party must be in writing, copied to the other party and filed with NAM at least five (5) business days before the time period in question ends.
- D. The parties may settle the claim or discontinue the Arbitration at any time prior to the rendering of a decision by the Arbitrator, by filing with NAM a stipulation of dismissal signed by the parties.

12: ARBITRATION DECISION

- A. The Arbitrator shall render a decision/award in writing, a copy of which shall be sent to each of the parties and to MAE within thirty (30) Calendar Days of the date set for the review of the Written Submissions by the Arbitrator or, in the event of an Oral Arbitration Hearing, within thirty (30) Calendar Days after the Arbitrator declares the proceeding closed. If the Arbitrator cannot render the decision within (30) calendar days, the Arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute.
- B. The decision of the Arbitrator will be final and binding and may be entered as a judgment in any court of competent jurisdiction. The amount of the Award may not exceed the Carrier's liability under its Bill of Lading, or in the case of disputed charges, the total amount of the disputed additional charges.

- C. No application shall be made to NAM or the Arbitrator for reconsideration or review of an Arbitration Award, except with regard to clerical, administrative or mathematical errors arising from oversight or omission or as described in Rule No. 13. NAM can correct any error or mistake in the administration of cases or in the issue of an award or decision. The correction can be made by NAM or at the request of either the Carrier or the Shipper/Customer. The Arbitration Award, whether monetary, injunctive or declaratory, is subject to the rules of the relevant jurisdiction for enforcement of Arbitration Awards.

13: RECONSIDERATION OF AWARDS OR ORDERS: Within twenty (20) Calendar Days after the date of the Award or Order, a party may request a reconsideration of the Award or Order. The requesting party shall send (1) one copy to the other party and two (2) copies of the request with proof of service on the other party to: NAM 990 Stewart Avenue, First Floor, Garden City, NY 11530 ATTN: COMMERCIAL DEPT. and pay an additional fee of \$200 to NAM. A party cannot make a second request. The responding party has twenty (20) Calendar Days after the date of the requesting party's Notice to the responding party of the request for reconsideration to File a response with the NAM.

The Arbitrator may reconsider an award or order if:

- 1) The Award or Order is not final;
- 2) The Award or Order is ambiguous or contains evident material mistakes;
- 3) The Arbitrator did not decide a submitted issue; or
- 4) The Arbitrator decided an issue not agreed to be submitted to Arbitration by both parties.

14: PAYMENT OF AWARD. The payment period for any award made by the Arbitrator will be sixty (60) days from the date the decision was rendered. If either the Shipper/Customer or Carrier asks for reconsideration of the award then the payment period for any final award will be sixty (60) days from the date the final decision was rendered. The Arbitrator can make other provisions for the payment period or both the Carrier and Shipper/Customer can mutually agree on a different payment period or a payment plan.