

ARBITRATION PROGRAM FOR HOUSEHOLD GOODS SHIPPERS OF NORTH AMERICAN VAN LINES

Your mover and the American Trucking Associations are making an arbitration program available to you that is a less costly alternative to the court system in settling disputes involving loss and damage claims. The following summary will explain what arbitration is and how the program works. It is being provided to you before your move so that you will be aware of the arbitration program in the unlikely event that the need arises.

The Program is Sponsored by:

American Trucking Associations
950 North Glebe Road, Suite 210
Arlington, Virginia 22203-4181
Phone: (703) 838-1700
www.trucking.org

INTRODUCTION

The arbitration procedures provided under this program have been developed by the American Trucking Associations (ATA) and the Forum for use by ATA member carriers and their customers as a less costly alternative to the court system in settling disputes involving loss or damage claims. The arbitration procedures are governed by the provisions of Title 49, Section 14708, of the United States Code under the authority of the U.S. Department of Transportation. The arbitrator will be required to render a decision within 60 days of notification of the dispute, but may extend that time if the mover or the shipper fails to timely provide information reasonably required to resolve the dispute.

Please review the information in this brochure carefully. The next few sections contain questions and answers explaining your arbitration options.

You may request arbitration on a claim dispute by following the instructions, which follow. If you have made an arbitration request through the American Trucking Associations and received official Submission to Arbitration and Questionnaire Forms, *you must submit your claim to arbitration within 30 calendar days from the day you receive the Submission to Arbitrate and Questionnaire Forms.* Complete and return two copies of the forms and other supporting documentation along with your portion of the fee (\$300.00 for claims of \$10,000.00 or

less) for instituting the arbitration proceeding to:

FORUM
P.O. Box 50191
Minneapolis, MN 55405

Overnight Delivery Address:
FORUM
6465 Wayzata Blvd., Suite 480
Saint Louis Park, MN 55426

WHEN IS ARBITRATION APPROPRIATE?

Disputes eligible for arbitration are unresolved claims that occur as a result of loss or damage to an interstate shipment of household goods for an individual household (also referred as a C.O.D. shipper) or additional charges that were billed to you by your mover after your shipment was delivered. Claim disputes involving other types of shipments may be arbitrated under the program if both parties agree to do so. In accordance with Federal law and the terms of your Bill of Lading contract, a claim for loss or damage must be filed with your mover within nine months of the delivery. The carrier must acknowledge your claim within 30 (thirty) days of receipt and within 120 days must either pay, deny, make a settlement offer or advise you of the status of the claim and the reason for any delay in disposition. If you (the shipper) and your mover (the carrier) cannot resolve your claim, typically involving the amount of the settlement offer, you may request that arbitration procedures be used to resolve the claim. Before arbitration can begin however, you must first exhaust your remedies through the mover's regular claims process and the mover needs to have made its final offer.

WHO ADMINISTERS THE ACTUAL ARBITRATION PROCEDURES?

To ensure a fair and neutral resolution of all disputes, this program is administered by the Forum, an independent, non-government organization that is not affiliated with either the American Trucking Associations or any household goods carrier. The Forum is one of the largest organizations in the country. It is a public service, non-profit organization with branch offices nationwide, dedicated exclusively to resolution of disputes of all kinds. This program is administered by the Forum regional office in Minneapolis, Minnesota.

WHAT ARE THE LEGAL EFFECTS OF THE PROGRAM?

Congress provides guidelines for dispute settlement programs in Section 14708 of Title 49, United States Code, under the authority of the Department of Transportation. These guidelines are reflected in the program rules. You should carefully consider the legal effects of the following provisions before you decide to use the program:

First, arbitration under this program is optional and voluntary for the shipper, but not always so for the carrier. If a shipper requests arbitration of a disputed loss or damage claim over \$10,000, the disputed claim will be submitted to arbitration only if both the shipper and the carrier consent to binding arbitration. Shipper requests for arbitration on disputed claims of \$10,000 or less must be agreed to by the carrier. Once both the shipper and the carrier have signed the official forms and submitted the dispute to Forum for resolution, a neutral Forum arbitrator renders a final decision. Shipper has the option of making an oral presentation before the Forum arbitrator. There is an additional fee and both parties must agree to oral presentation.

Second, you may be entitled to reasonable attorney's fees if you prevail in a court action that is instituted after the arbitration process has begun, if:

- (A) your original loss and damage claim was submitted to the carrier within 120 days after the date the shipment was delivered, or the date delivery was scheduled, whichever was later, and
- (B) a decision resolving the dispute was not rendered through arbitration within the time period established by the arbitrator for resolution of the dispute; or the court proceeding is to enforce a decision already rendered through arbitration that is instituted after the period for the performance of such decision has elapsed.

Finally, to discourage shippers from filing non-meritorious claims in court, the Federal law provides that the mover may be awarded reasonable attorney's fees if the shipper brings such court action in "bad faith" either:

- (A) after the resolution of a dispute through the arbitration program; or
- (B) after the shipper has instituted an arbitration proceeding but before the period for the resolution of the dispute as established by the arbitrator has ended or before a decision resolving the dispute is rendered.

WHAT CAN AN ARBITRATOR AWARD AND WHAT IS THE LEGAL STATUS OF THAT DECISION?

The arbitrator may grant any remedy or relief the arbitrator feels is just and appropriate within the scope of the agreement between the parties and within the rules of the program. In general, the amount of any award may not exceed the carrier's liability under the bill of lading. In reaching a decision, the arbitrator considers the applicable law and the provisions of the tariff, as well as applicable practices of the moving industry. Under the rules of the program, the arbitrator only has jurisdiction to consider claims for loss or damage to the household goods, and additional charges billed to you by your mover after your shipment was delivered. The arbitrator has no jurisdiction to consider any other claims.

The arbitrator's decision is legally binding on both parties and can be enforced in any court having jurisdiction over the dispute. Under the rules of the program, there is a limited right to appeal the arbitrator's decision; however, courts will not usually revise findings of fact or law in a binding arbitration award.

HOW MUCH DOES ARBITRATION COST?

The Forum currently charges a fee of \$650.00 to initiate a standard "document arbitration" case for claims up to \$10,000; refer to the fee schedule below for the applicable fees for larger claims. As the party instituting the arbitration proceeding, you will be asked to pay part of the cost of the proceeding, unless both parties have previously agreed to a different amount, when you return the completed arbitration forms to Forum. In reaching a final decision, the arbitrator may determine which party will pay the cost or a portion of the cost of instituting the proceeding. In other words, the arbitrator may decide all, a portion or none of your initial fee, should be reimbursed to you depending on the circumstances of your dispute.

Amount of Disputed Claim	New Total Administrative Fee	Claimant's Share of Administrative Fee	Carrier's Share of Administrative Fee
\$10,000 or less	\$650	\$300	\$350
Over \$10,000 up to \$20,000	\$700	\$325	\$375
Over \$20,000 up to \$30,000	\$750	\$350	\$400
Over \$30,000 up to \$40,000	\$800	\$375	\$425
Over \$40,000 up to \$50,000	\$850	\$400	\$450
Over \$50,000	\$850 plus one (1%) of the amount over \$50,000	\$400 plus one-half of 1% of the amount over \$50,000	\$450 plus one-half of 1% of the amount over \$50,000

HOW DO I REQUEST ARBITRATION?

You may request arbitration by going to www.trucking.org/arbitration and electronically submitting the Arbitration Request Form, or by writing to the **American Trucking Associations, Attention: Dispute Settlement Program, 950 N. Glebe Road, Suite 210, Arlington, VA 22203-4181**. Your request must be sent within 90 days after a final offer or a denial of your claim has been made to you in writing by the carrier.

Along with your name, address and telephone number, the following information should be included in your letter of notification to ATA:

- the name of the carrier and the identification number of the shipment,
- any assigned loss and damage claim number,

- the dates and locations of pickup and delivery, and
- the monetary value of the loss and damage claim involved.

Documents supporting your position on the claim should not be sent at this time, but kept for use later when the actual arbitration forms are being submitted to Forum.

Upon receipt of this information, the ATA will promptly notify the carrier of your request for arbitration and, if the dispute falls within the program guidelines, forward to you the required forms and program rules. You will then have 30 calendar days to complete the forms and return them to Forum, along with your portion of the administrative fee. Then the carrier submits its documentation and its portion of the filing fee and the arbitration process begins. Most decisions are made by the arbitrator within 30 days of receiving all the necessary forms and documents.

**NOTICE OF AVAILABILITY OF
NORTH AMERICAN VAN LINES TARIFF
PROVISIONS**

Federal law requires that movers advise shippers that they may inspect the tariff that govern your shipment. The *carrier's* tariff, by this reference, is made a part of the contract of carriage (bill of lading) between you and the carrier and may be inspected at carrier's facility, or, on request, carrier will furnish a copy of any tariff provision containing carrier's rates, rules or charges governing your shipment, the terms of which cannot be varied.

Incorporated tariff provisions include but are not limited to those: (1) establishing limitation of carrier's liability, the principal features of which are described in the valuation declaration section of the bill of lading; (2) setting the time periods for filing claims, the principal features of which are described in Section 6 of the bill of lading; and, (3) reserving the carrier's right to assess additional charges for additional services performed and, on non-binding estimates, to base charges upon the exact weight of the goods transported.