

ASAP/AMSA Arbitration Program:

What is Arbitration? Arbitration is a last resort dispute resolution process through which a neutral arbitrator will resolve your dispute instead of a judge or jury in court.

The parties involved in the dispute agree to use a mutually accepted arbitrator to review their dispute and resolve it by rendering a decision or award that is binding on the parties. Like litigation, arbitration is an adjudicative process designed to resolve the specific issues that will be submitted by you and your mover. However, arbitration differs from litigation in that it does not require conformity with the legal rules of evidence and the proceeding is conducted in a private rather than a public forum.

Many parties choose to use arbitration for resolving their disputes to avoid the high costs of lawsuits. Often, a dispute can be arbitrated within a shorter time and at a lower cost than by going to court.

How does the AMSA Program work? The American Moving and Storage Association (AMSA) is a national trade association that represents carriers and agents in the household goods moving industry. AMSA sponsors a dispute settlement program so that its members can comply with the Federal requirement of providing a fair and effective way to resolve disputes regarding articles in your shipment that you have claimed as lost or damaged during your move and/or whether you must pay additional charges that were billed to you by your mover after the delivery of your shipment.

The National Arbitration Forum (the Forum) administers our arbitration program. The Forum is an independent, non-governmental organization that is not affiliated with AMSA or with any household goods moving company. The Forum maintains a panel of independent and neutral arbitrators that include attorneys, law professors and former state and federal judges to resolve disputes. The Forum charges an administrative fee to arbitrate your dispute. The administrative fee, which is divided between the parties (unless your mover agrees to pay your share of the fee), is paid to the Forum; AMSA does not receive any portion of the administrative fee. The parties to your proceeding will be you and your mover with the Forum acting as the neutral program administrator. Neither AMSA nor any of its employees takes any role in the arbitration proceeding or has any influence in the outcome of the arbitrator's decision. (AMSA serves only as a clearinghouse to make sure that your mover properly addresses your initial request for arbitration as required by the federal statute).

The arbitrator's decision that you receive from the Forum will be kept confidential. Federal law (Section 14908, Subtitle IV, Title 49 United States Code) specifically prohibits an interstate carrier or its agent from disclosing information about your shipment without your permission, except in response to legal process issued under authority of a court of the United States or a State or to an officer, employee, or agent of the United States government. Therefore, AMSA

respects your right to privacy in such matters and will keep the results of your arbitration case confidential.

When is Arbitration Appropriate? Dispute eligible for arbitration are unresolved claims on interstate shipments of household goods for individual consumers that may occur as a result of 1) loss or damage involving the articles contained in your shipment, or 2) additional charges that were billed to you by your mover after the delivery of your shipment. While most disputed claims for loss and damage are eligible for consideration under the mandatory arbitration provisions, only certain types of disputed charges are eligible. Disputes regarding charges that were collected by your mover when your shipment was delivered are not subject to mandatory arbitration. However, disputes regarding additional charges that were billed to you by your mover after the delivery of your shipment.

While most disputed claims for loss and damage are eligible for consideration under the mandatory arbitration provision, only certain types of disputed charges are eligible. Disputes regarding charges that were collected by your mover when your shipment was delivery are not subject to mandatory arbitration. However, disputes regarding additional charges that were billed to you by your mover after your shipment was delivery are unresolved claims on interstate shipments of household goods for individual consumers that may occur as a result of 1) loss or damage involving the articles contained in you shipment, or 2) additional charges that were billed to you by your mover after the delivery of your shipment.

While most disputed claims for loss and damage are eligible for consideration under the mandatory arbitration provision, only certain types of disputed charges are eligible. Disputes regarding charges that were collected by your mover when you shipment was delivery are not subject to mandatory arbitration. However, disputes regarding additional charges that were billed to you by your mover after your shipment was delivered are eligible for consideration under the mandatory arbitration provision. For example, if your mover bills you for an additional amount after your shipment has been delivered, the amount of the additional billed is subject to arbitration but not the amount that you already paid to your mover when your shipment was delivered.

If you and your mover cannot resolve your dispute, you may request that arbitration be used to resolve your claim. Before arbitration can begin however, you must be sure that you have exhausted your remedies through the mover's regular claims process and that the mover has made its final offer to you. In accordance with governing Federal law, your claim for loss or damage must be filed with your mover within nine months of delivery. The carrier must acknowledge your claim within 30 days of receipt and within 120 days must pay, deny, make a settlement offer or advise you of the status of the claim and the reason for any delay in disposition. Your claim regarding disputed charges must be filed within 180 days of receipt of the movers invoice. Disputes involving other types of claims may be arbitrated under the program but only if both you and your movers agree to do so.

What are the Legal Effects of the Program? Congress provides requirements for dispute settlement programs in Section 14708 of Title 49, United States Code, under the authority of the U.S. Department of Transportation. These requirements are reflected in the program rules. You should carefully consider the legal effects of binding arbitration before you decide to use the program.

Arbitration under this program is optional and voluntary for you but may be mandatory for your mover. Your mover must agree to your request for arbitration of disputed claims of \$10,000, your claim will be submitted to arbitration only if your mover agrees. Once both you and your mover have signed the official forms and submitted the dispute to the Forum for resolution, a neutral Forum arbitrator will render a final decision.

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 finding of fact or law in a binding arbitration award.

What can an Arbitrator Award? The arbitrator may grant any remedy or relief the arbitrator feels is just and appropriate within the scope of the agreement between you and your mover and within the rules of the program. In general, the amount of any award may not exceed your mover's liability under the bill of lading, or in the case of disputed charges, the total amount of disputed additional charges.

In reaching a decision, the arbitrator will consider the applicable laws and the provisions of your mover's 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 transported, disputed additional transportation and service-related charges assessed by the mover in addition to those collected at delivery, or such other disputes arising out of the transportation of the household goods that are mutually agreed upon, in writing, by both you and your mover. 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 that cannot be arbitrated under law, such as allegations of criminal activity.

How Do I Request Arbitration? You may request arbitration by using our website at www.moving.org or by writing to the American Moving & Storage Association, Attention: Dispute Settlement Program, 1611 Duke Street, Alexandria, VA 22314. Your request to AMSA may also be sent by fax to (703) 683-7524. Your request should be sent to AMSA within 90 days after your mover has made its final written settlement offer or denial of your claim. Along with your name, address and telephone number, the following information should be included in your request for arbitration:

- The name of your mover and the identification number (if any) of the shipment

- The name your shipment moved under (If other than your own)
- The dates and location where the shipment was picked up and delivery
- The dollar amount you are seeking to recover through arbitration, and
- A brief description of your dispute, including how you believe your claim could be resolved by your mover

Settlements are often achieved before the arbitration process begins. Therefore, DO NOT INCLUDE the administrative fee or detailed documents supporting your position with your initial request. Instead, AMSA will request this information from you later if your dispute cannot be settled and your case proceeds to arbitration with the Forum.

After AMSA receives your information, AMSA will promptly notify your mover of your request for arbitration and, if the dispute falls within the program guidelines and a settlement is not achieved, AMSA will forward to you the required forms and program rules. You will then have 30 days to complete the forms and return them to the Forum, along with your portion of the administrative fee. Then your mover submits its documentation and its portion of the administrative fee and the arbitration process begins. Arbitrator make most decisions within 30 days of receiving all the necessary forms and documents.

What Does Arbitration Cost? The Administration Fee charged by the Forum is based on the total amount of the claim in dispute. When the amount of the claim is: \$10,000 or less, the fee is \$650, Consumer's Share \$300, Mover's Share \$350; Over \$10,000 up to \$20,000-\$700, Consumer's Share \$325, Mover's Share \$375; Over \$20,000 up to \$30,000-\$750, Consumer's Share \$350, Mover's Share \$400; Over \$30,000 up to \$40,000-\$800, Consumer's Share \$375, Mover's Share \$425, Over \$40,000 up to \$50,000-\$850, Consumer's Share \$400, Mover's Share \$450; Over \$50,000-\$850 plus one (1%) percent of the amount over \$50,000, Consumer's Share \$400 plus one-half of one percent (1/2%) of the amount over \$50,000, Movers Share \$450 plus one-half of one percent (1/2%) of the amount over \$50,000.

The arbitrator may apportion the fee as part of the final award by determining which party shall pay the cost of a portion of the cost of the arbitration proceeding, including the cost of the initiating the arbitration process. In other words, the arbitrator may decide to refund all, a portion or none for your administrative fee, depending on the circumstances of your dispute.

If you would like to receive more information on the Dispute Settlement Program, you may write to AMSA at the address shown below and request a copy of the program rules and sample forms or visit www.moving.org for more information.