

NATIONAL ARBITRATION FORUM

AMSA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM RULES

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 and a Carrier that lists the dates, services and charges for a move and receipt for the articles tendered by a shipper to a mover.

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

"Calendar Days" - All days, including Saturdays, Sundays, and local and federal holidays, except when they fall on the last day of a time period.

"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 tariffs and the rules of this program.

"Filed" - A submission is considered Filed on the date that NAF receives all fees and the complete Submission, which includes one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., that the parties may wish to have considered by the arbitrator. When NAF receives a fee or any portion of a Submission after a deadline, the Submission is considered late and a Late Fee will be assessed to the late party, unless an extension was previously requested and granted.

"Notice" - A written Notice or other written communication to the National Arbitration Forum (NAF), the American Moving and Storage Association (AMSA) or to the parties to a dispute.

"Shipper" - A party to a moving contract (Bill of Lading) with a Carrier who has rights under the contract.

"Submission" - All documents, writings, data compilations, tape recordings, electronic recordings or video recordings, including the Submission to Arbitration form and Claimant Questionnaire forms provided by a party to the NAF in support of a Claim or in defense to a Claim.

"Working Days" - All calendar days, except Saturdays, Sundays, and federal holidays.

Rule 2. Program Information.

A Carrier participating in the program will provide information regarding the availability of the arbitration program to persons for whom it is performing household goods transportation services before the shipment is tendered to the Carrier for transportation. This information will include a concise, easy-to-read, accurate summary of procedures and costs involved, as well as disclosure of the legal effects of the election to use the program.

Rule 3. Limitation of Applicability.

These rules apply to Claims resulting from interstate household goods shipments that have been arranged and paid for by an individual householder (also referred to as a collect-on-delivery shipment). Claim disputes involving shipments of goods arranged and paid for by a party other than the individual householder (the Shipper'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.

Rule 4. Submission of Dispute to Arbitration: Optional or Mandatory.

If a Shipper requests arbitration of a disputed Claim over \$10,000, the disputed Claim will be submitted to arbitration only if both the Shipper and the Carrier consent to Binding Arbitration. If the Shipper requests arbitration on a disputed Claim of \$10,000 or less, the disputed Claim must be submitted to Binding Arbitration by the Carrier, if no settlement can be reached.

Rule 5. Arbitration Administrator.

When both parties agree to arbitrate and sign the Submission to Arbitration form, they appoint NAF as the administrator of the arbitration. The authority and duties of NAF are prescribed in the AMSA Household Goods Dispute Settlement Program Rules that govern the arbitration. Where the AMSA rules are silent, as in the alternate oral procedure, the NAF Code of Procedure will apply.

Rule 6. Requesting Arbitration.

The Shipper may request arbitration after the Claims adjusting process has been completed and the Carrier has denied a Claim or made an offer of settlement that the Shipper rejects. Unless waived by the Carrier, the request for arbitration shall be Filed with the AMSA within ninety (90) Calendar Days after the Carrier has made the final offer or denial of the Claim in writing to the Shipper.

The Shipper may request arbitration of a disputed Claim by sending written Notice to AMSA setting forth the following information: Shipper's name, present address and telephone number; the name the shipment moved under; the Carrier's name and identification number of the shipment; any assigned loss and damage Claim number; dates and location of pickup and delivery; the monetary value of the Claim involved, and a description of the dispute.

Rule 7. Notification and Response by Carrier to Shipper's Request.

AMSA shall promptly send Notice of the Shipper's request for arbitration to the Carrier. Within fifteen (15) Working Days after receipt of the Notice, the Carrier will respond to AMSA in writing, advising AMSA of the action it wishes to take in response to the Shipper's request.

If the Claim that the dispute is based upon is valued at \$10,000 or less, the Carrier will either provide Notice to AMSA that the Claim has been resolved or will duly authorize AMSA to issue arbitration forms to the Shipper. If the Claim that the dispute is based on is valued at over \$10,000, the Carrier may either authorize AMSA to issue arbitration forms to the Shipper or decline to arbitrate the dispute. If declining to arbitrate the dispute, the Carrier shall write directly to the Shipper within the fifteen (15) Working Day time period, and provide a copy of that response to AMSA.

Rule 8. Administrative Fees for Initiation of Proceedings; Apportionment.

The amount of NAF Administrative Fee is based on the amount of the Shipper's Claim that is in dispute.

The Fee Schedule is as follows:

Claim Amount	Administrative Fee
\$10,000 or less	\$500
Over \$10,000 up to \$20,000	\$550
Over \$20,000 up to \$30,000	\$600
Over \$30,000 up to \$40,000	\$650
Over \$40,000 up to \$50,000	\$700
Over \$50,000	\$700 plus one (1%) percent of the amount over \$50,000

For example, if the amount of the dispute is \$7500, the applicable Administrative Fee would be \$500. This fee would be shared equally between the parties with the Carrier and the Shipper each paying \$250. If the Claim in dispute is higher, \$75,000 for example, a \$700 fee would apply plus 1% of the amount over \$50,000. In this example, the fee to be shared by the parties would be \$950 (\$700 plus 1% of \$25,000); the fee for each party would be \$475.00.

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.

Rule 9. Initiation of Arbitration Procedures.

Within thirty (30) Calendar Days after the date of the AMSA transmittal letter, the Shipper may initiate arbitration by completing and signing the Submission to Arbitration form and the Claimant Questionnaire forms received from AMSA and Filing them with NAF, together with one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., that the Shipper may wish to have considered by the arbitrator, and the Shipper's portion of the Administrative Fee for initiating the arbitration proceeding.

Rule 10. Oral Hearing; Additional Fee.

Arbitration will proceed under the Oral Hearing procedures only when both parties agree.

Either party may request an Oral Hearing by Filing with NAF a Request for Oral Hearing form. A request for an Oral Hearing must be Filed with NAF not later than ten (10) Calendar Days after the date of the Filing of the Carrier's Submission.

NAF will promptly send Notice of the request for an Oral Hearing to the responding party. Within fifteen (15) Calendar Days after receipt of the Notice, the responding party will respond to NAF in writing, advising NAF whether it agrees to an Oral Hearing. After both parties have consented to an Oral Hearing and paid the Oral Hearing Fee, NAF will appoint an arbitrator from its panel pursuant to Rule 15. Upon acceptance of the arbitrator, NAF will provide each party with a list of dates, times, and locations for the Oral Hearing. Each party shall notify NAF in writing, within fifteen (15) Calendar Days after receipt of the list indicating its preference for the identified dates, times and locations.

If both parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone, pursuant to Rule 16.

The Administrative Fee, that is in addition to the initial filing fee, for an Oral Hearing shall be as follows:

Claim Amount	Administrative Fee Per Session
\$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.

Rule 11. Notification of Carrier - Initiation of Arbitration Procedures.

NAF shall immediately notify the Carrier of the Shipper's Submission of the dispute to arbitration by sending one (1) copy of the Submission (including one copy of the signed Submission to Arbitration form) to the Carrier, along with an invoice for the Carrier's portion of the Administrative Fee for initiating the arbitration proceeding.

Rule 12. Submission by Carrier of Relevant Documents.

Within thirty (30) Calendar Days after the date of NAF's Notice to the Carrier of the Shipper's Submission of the dispute to arbitration, the Carrier shall sign the Submission to Arbitration form and File it with NAF along with the Carrier's portion of the Administrative Fee to initiate the arbitration proceeding, one (1) copy of all supporting items that are readily duplicated, such as the Carrier's statement responding to the Shipper's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc. The Carrier shall place the NAF case number on the first page of each document. Upon Filing, NAF shall immediately forward one (1) copy of the Carrier's materials to the Shipper.

Rule 13. Supplemental Filings.

Within thirty (30) Calendar Days after the date of NAF's Notice to the Shipper of the Carrier's Submission, the Shipper may File a Supplemental Submission in response to the Carrier's Submission. One (1) copy of all supporting items that are readily duplicated, such as the Shipper's statement responding to the Carrier's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., must be Filed with NAF. Upon the Filing of a Supplemental Submission from the Shipper, NAF shall provide the Carrier with a copy of the Shipper's Supplemental Submission. The Carrier will, in turn, have thirty (30) Calendar Days after the date of NAF's Notice to the Carrier of the Filing of the Shipper's Supplemental Submission to File with NAF a supplemental Submission in response to the Shipper's Supplemental Submission. Upon Filing by the Carrier, NAF will provide a copy of the Carrier's Supplemental Submission to the Shipper. The parties shall place the NAF case number on the first page of each document.

Supplemental Submissions are not required. Supplemental Submissions may be used to provide additional facts or information about the case if either party so chooses. In the interest of obtaining a prompt resolution of a dispute, supplemental Submissions are limited to one (1) Supplemental Submission from each party, except as provided in Rule 19. Failure of either party to make a reply within the thirty (30) Calendar Day time period is deemed to be a waiver of its right to reply.

When all Submissions, statements, Supplemental Submissions and replies, if any, have been Filed with NAF, they will be transmitted to the arbitrator as provided in Rule 14.

Rule 14. Appointment of Neutral Arbitrator.

Immediately after the receipt of the Submission materials from both parties, NAF shall appoint an arbitrator from its panel. A party may remove one (1) arbitrator by Filing a Notice of Removal with NAF within fifteen (15) Calendar Days after the date of the Notice of Appointment of the arbitrator has been provided to the parties. A party may request disqualification of any other arbitrator as provided in Rule 25.

Upon acceptance of the arbitrator, NAF shall forward the case file to the arbitrator for prompt decision, and shall notify the parties that the case file has been forwarded to the arbitrator.

Rule 15. No Direct Communication With Arbitrator.

There shall be no direct communication between any party to the dispute and an arbitrator. Oral or written communications from any party intended for an arbitrator shall be directed to NAF for transmittal to the arbitrator.

Rule 16. Arbitration Procedures.

The majority of cases heard by NAF follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and facts to the arbitrator.

Oral Hearings are available as an option but they are not mandatory; neither party is required to participate in an oral hearing. Oral Hearings require the consent of both parties and the payment of an additional fee as prescribed in Rule 10.

If the parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone.

Rule 17. Time of Decision.

The decision shall be rendered promptly by the arbitrator no later than thirty (30) Calendar Days after receipt of the NAF case file notifying the arbitrator of the dispute, or in the event of an Oral Hearing, within thirty (30) Calendar Days after the arbitrator declares the proceeding closed. If the decision cannot be rendered within thirty (30) Calendar Days of written notification of the dispute, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute.

Rule 18. Extensions of Time.

The parties may modify any period of time established by these rules by mutual agreement, with the exception of the time required to issue a decision. Further, AMSA or NAF may for good cause extend time periods, except for the time required for issuing a decision, and NAF shall notify the parties, in writing, of any such extension.

A request for an extension must be Filed with NAF at least five (5) Calendar Days before the time period ends. A request Filed after the time period has ended will not be considered unless extraordinary circumstances exist which must be asserted in the request. A party may obtain one (1) extension without cost. An additional extension request must be Filed with NAF before the first extension expires and include a \$50 Extension Request Fee.

Rule 19. Scope of Decision; Jurisdiction of the Arbitrator.

The arbitrator shall determine with finality the merits of the controversy. 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. The decision shall be governed by applicable laws, DOT approved regulations, provisions of the tariff and applicable practices of the moving industry. Where possible, the final decision will be itemized if more than one issue or item is adjudicated.

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. Any other Claims can be considered only upon written agreement by both the Shipper and the Carrier.

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.

The arbitrator may request the parties, through NAF, to 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 Filed no later than twenty (20) Calendar Days after the date of the request.

Rule 20. Submission of Supporting Documents.

In order to obtain a prompt resolution of a dispute, it is essential that all documents be submitted to NAF within the time periods prescribed herein.

If a party wishes to File a late Submission, the party must forward the Submission to NAF within ten (10) Calendar Days of the Submission due date and include the Late Fee of \$100.00. NAF will not accept a late Submission unless the Late Fee is timely paid. Late Submissions will not be accepted after the ten (10) Calendar Day deadline.

Rule 21. Delivery of Decision to Parties.

Upon receipt of the arbitrator's decision, NAF shall forward a copy of the decision to the parties with a copy to AMSA.

Parties shall accept as legal delivery of all documents, including the decision, the placing of such documents or decision or a true copy thereof in the mail by NAF, addressed to such party at its last known address or to the duly designated agent of each party, or personal service of the decision, or the Filing of the decision in any manner which may be prescribed by law.

Rule 22. Withdrawal and Settlement of Claim.

The parties may settle the Claim by mutual agreement at any time prior to the issuance of a decision. In the event of such a settlement, the Carrier shall File a written Notice of Settlement, signed by all parties, with NAF.

A Shipper may withdraw a Claim after it has been Filed with NAF and before the Carrier is notified of the arbitration by Filing a Notice of Withdrawal with NAF. A Shipper may withdraw a Claim before the Carrier Files a response with NAF by notifying all parties in writing and filing a Notice of Withdrawal with NAF.

In such instances, a partial refund of the Shipper's portion of the Administrative Fee shall be at the discretion of NAF; the Carrier's portion of the Administrative Fee, if already paid to NAF, shall be refunded. The Shipper may File a request with NAF for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of the Notice of Arbitration Claim Withdrawal provided by NAF to the parties.

After NAF has received Submissions from both parties, the Shipper may not withdraw a Claim without the permission of NAF or of an arbitrator if an arbitrator has been appointed. Any refund of the Administrative Fee for cases that are dismissed after NAF has received Submissions from both parties is at the discretion of NAF. The parties may File a request with NAF for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of Notice of the Dismissal provided by NAF to the parties.

Rule 23. Modification of Awards or Orders.

Within twenty (20) Calendar Days after the date of the Award or Order, a party may request a modification of the Award or Order. The requesting party shall File the request with NAF and pay an additional fee of \$200 to NAF. A party cannot make a second request.

NAF shall immediately notify the responding party of the request for modification by sending one (1) copy of the request to the responding party. The responding party has twenty (20) Calendar Days after the date of NAF's Notice to the responding party of the request for modification to File a response with NAF.

The arbitrator or NAF may correct clerical mistakes or errors arising from oversight or omission in the issuance of an Award or Order. 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.

Rule 24. Interpretation and Application of Rules.

The arbitrator shall interpret and apply the rules insofar as they relate to the powers and duties of the arbitrator.

Rule 25. Disqualification of Neutral Arbitrator.

A party may disqualify an arbitrator if circumstances exist that create a conflict of interest or cause the arbitrator to be unfair or biased, including but not limited to the following:

1. The arbitrator has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts;
2. The arbitrator has served as an attorney to any party, the arbitrator has been associated with an attorney who has represented a party during that association, or the arbitrator or an associated attorney is a material witness concerning the matter before the arbitrator;
3. The arbitrator, individually or as a fiduciary, or the arbitrator's spouse or minor child residing in the arbitrator's household, has a direct financial interest in a matter before the arbitrator;
4. The arbitrator or the arbitrator's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - a. is a party to the proceeding, or an officer, director or trustee of a party; or
 - b. is acting as a lawyer or representative in the proceeding.

AMSA Household Goods Dispute Settlement Program

An arbitrator shall disclose to NAF the circumstances that create a conflict of interest or cause an arbitrator to be unfair or biased. NAF shall disqualify an arbitrator or shall inform the parties of information disclosed by the arbitrator if the arbitrator is not disqualified.

A party may request the disqualification of an arbitrator by Filing with NAF, and providing Notice to the other party, a written request stating the circumstances and specific reasons for the disqualification. A request to disqualify an arbitrator must be Filed with NAF within fifteen (15) Calendar Days after the date of the Notice of Arbitrator Appointment.

NAF shall promptly review the request and shall disqualify the arbitrator if there exist circumstances requiring disqualification in accord with this Rule or other circumstances creating bias or the appearance of bias. If an arbitrator is disqualified or becomes unable to arbitrate before the issuance of a decision, NAF shall select a new arbitrator.