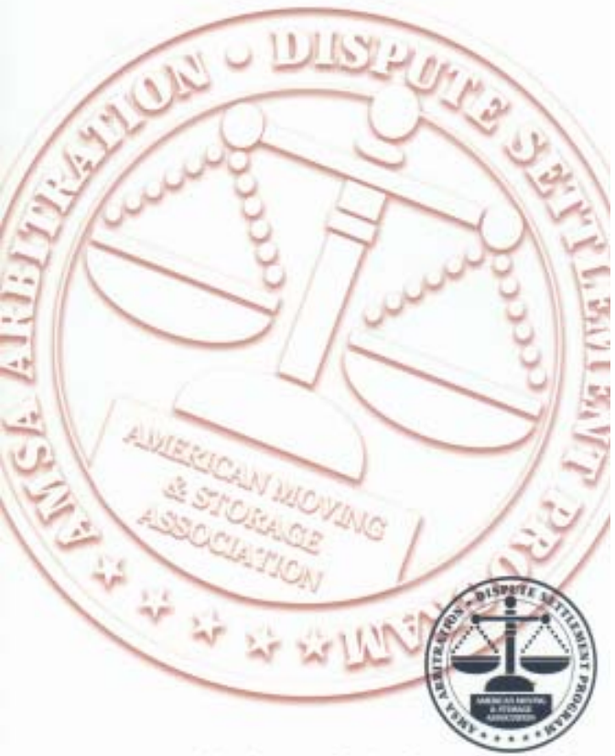
AMSA Household Goods Dispute Settlement Arbitration Program Information

Consumer Information for Resolving Disputed Claims on Interstate Household Goods Shipments



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What is Arbitration?

Arbitration is a dispute resolution process whereby 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 selected 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 (NAF) administers our arbitration program. NAF is an independent, non-governmental organization that is not affiliated with AMSA or with any household goods moving company. NAF maintains a panel of independent and neutral arbitrators that include attorneys, law professors and former state and federal judges to resolve disputes. NAF charges an administrative fee to arbitrate your dispute. The administrative fee, which is divided equally between the parties (unless your mover agrees to pay all or a portion of your share of the fee), is paid to NAF; AMSA does not receive any portion of the administrative fee. The parties to your proceeding will be you and your mover with NAF 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 NAF 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?

Disputes 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 your shipment was delivered are eligible for consideration** under the mandatory arbitration provisions.

For example, if you received a non-binding estimate from your mover for $7,000, you would be required to pay no more than 110% of this amount (or $7,700) at delivery for the services and quantities (weight) listed on your estimate. If your shipment weighs more than the estimated amount, your mover will invoice you for the additional amount after your shipment has been delivered. The amount of the additional billing is the amount subject to arbitration.

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 Federal law and the terms of your Bill of Lading contract, 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 mover's invoice.

Disputes involving other types of claims may be arbitrated under the program only if both you and your mover 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 not always so for your mover. Your mover mus agree to your request for arbitration of disputed claims of $10,00 or less, if no settlement can be reached. However, if you request arbitration of a disputed claim over $10,000, your claim will be submitted to arbitration only if both you and your mover agree to arbitration. Once both you and your mover have signed the official forms and submitted the dispute to NAF for resolution, a neutral NAF arbitrator will render a final decision.

The arbitrator's decision is legally binding on both parties an 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.

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 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 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 writing to the **American Moving and 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 must be sent to AMSA within 90 days after your mover has made its final written settlement offer or denial of your claim to you.

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 locations where the shipment was picked up and delivered,**
- **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 NAF.

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 NAF, 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. The arbitrator makes most decisions within 30 days of receiving all the necessary forms and documents.

How Much Does Arbitration Cost?

The Administrative Fee charged by NAF 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 $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. Unless otherwise agreed to by both parties, *you and your mover will pay equal shares of the fee.***

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 you and your mover 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 award 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. In other words, the arbitrator may decide to refund all, a portion or none of 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 log on to our web site at www.moving.org for more information.

AMSA

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