AMERICAN TRUCKING ASSOCIATIONS

ATA Household Goods Dispute Settlement Program

Program Rules for the ATA Household Goods Dispute Settlement Program

As Amended and Effective October 1, 2020

FORUM™
Alternative Dispute Resolution

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INTRODUCTION

The arbitration procedures provided under this program have been developed by American Trucking Associations (ATA) and 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 and disputes regarding charges in addition to those collected at delivery for transportation and services related to the transportation of household goods. The arbitration procedures are governed by the provisions of Section 14708, Title 49, as amended, of the United States Code under the authority of the US Department of Transportation.

Please review the information in this brochure carefully; it explains your options under the arbitration program.

If you requested this booklet for information only, you may request arbitration of a dispute by following the instructions provided on the ATA website at www.trucking.org or contained in a separate brochure entitled "Consumer Information for Resolving Disputed Interstate Household Goods Shipments".

If you have already made an arbitration request through the ATA and received official Submission to Arbitration and Questionnaire Forms with this booklet, and are now prepared to submit your dispute to FORUM for resolution, you must do so within thirty (30) Calendar Days after the date of the transmittal letter that accompanied this brochure. Complete and return the required forms and other supporting documentation, along with your portion of the Administrative Fee (See Rule 8) for initiating the arbitration proceeding (unless a different payment arrangement has been previously agreed to by the Carrier), to:

FORUM
P. O. Box 50191
Minneapolis, MN 55405

Overnight Delivery Address:
FORUM
5775 Wayzata Boulevard, Suite 960
Minneapolis, MN 55416

FORUM and ATA 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 the Carrier's tariff and the rules of this program.

"Filed" - A submission is considered Filed on the date that FORUM 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 FORUM 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 FORUM, the American Trucking Associations (ATA) 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 FORUM 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. Other types of claims resulting from household goods shipments may also be arbitrated under these rules when both the Carrier and the Shipper 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 FORUM as the administrator of the arbitration. The authority and duties of FORUM are prescribed in the ATA Household Goods Dispute Settlement Program Rules that govern the arbitration. Where the ATA rules are silent, as in the alternate oral procedure, the FORUM 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 ATA 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 ATA 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

ATA 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 ATA in writing, advising ATA 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 ATA that the Claim has been resolved or will duly authorize ATA 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 ATA 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 ATA.

Rule 8. Administrative Fees for Initiation of Proceedings; Apportionment

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

The Fee Schedule is as follows:

Amount of Disputed Claim	Total Admin. Fee	Claimant's (Shipper's) Share of Admin. Fee	Carrier's Share of Admin. 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 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

For example, if the amount of the dispute is $7500, the applicable Administrative Fee would be $650. This fee would be shared between the parties with the Carrier paying $350 and the Shipper paying $300. If the Claim in dispute is higher, $75,000 for example, an $850 fee would apply plus 1% of the amount over $50,000. In this example, the fee to be shared by the parties would be $1100 ($850 plus 1% of $25,000); the fee for the Carrier would be $575 and the fee for the Shipper would be $525.

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 ATA transmittal letter, the Shipper may initiate arbitration by completing and signing the Submission to Arbitration form and the Claimant Questionnaire forms received from ATA and Filing them with FORUM, 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 FORUM a Request for Oral Hearing form. A request for an Oral Hearing must be Filed with FORUM not later than ten (10) Calendar Days after the date of the Filing of the Carrier's Submission.

FORUM 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 FORUM in writing, advising FORUM whether it agrees to an Oral Hearing. After both parties have consented to an Oral Hearing and paid the Oral Hearing Fee, FORUM will appoint an arbitrator from its panel pursuant to Rule 14. Upon acceptance of the arbitrator, FORUM will provide each party with a list of dates, times, and locations for the Oral Hearing. Each party shall notify FORUM 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 each party for an Oral Hearing shall be as follows:

Claim Amount	Admin. 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 Shipper – Initiation of Arbitration Procedures

FORUM 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 FORUM'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 FORUM 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 FORUM case number on the first page of each document. Upon Filing, FORUM shall immediately forward one (1) copy of the Carrier's materials to the Shipper.

Rule 13. Supplemental Filings

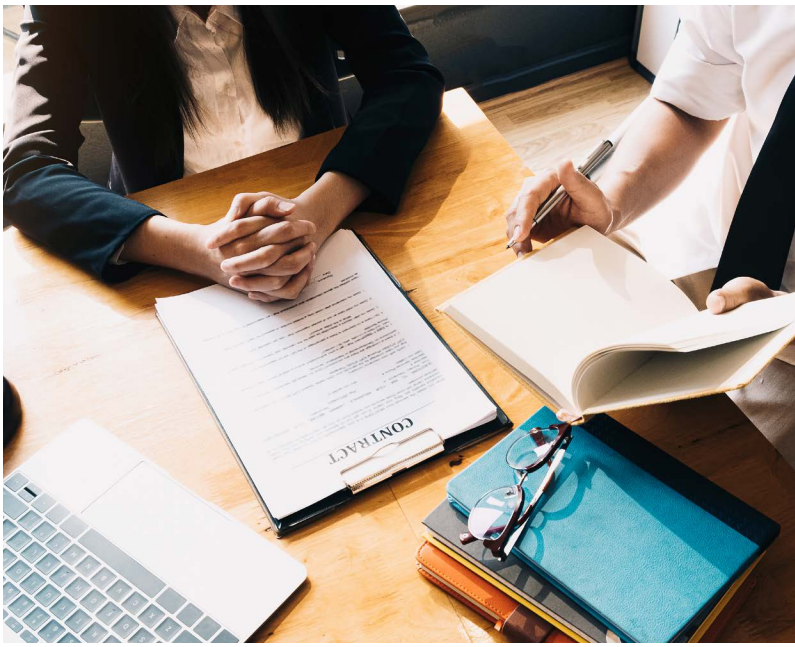
Within thirty (30) Calendar Days after the date of FORUM's Notice to the Shipper of the Carrier's Submission, the Shipper may File a Supplemental Submission in response to the Carrier's Submission. One (1) copy of all supporting items that are readily duplicated, such as the Shipper's statement responding 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 FORUM. Upon the Filing of a Supplemental Submission from the Shipper, FORUM 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 FORUM's Notice to the Carrier of the Filing of the Shipper's Supplemental Submission to File with FORUM a Supplemental Submission in response to the Shipper's Supplemental Submission. Upon Filing by the Carrier, FORUM will provide a copy of the Carrier's Supplemental Submission to the Shipper. The parties shall place the FORUM 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 FORUM, 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, FORUM shall appoint an arbitrator from its panel. A party may remove one (1) arbitrator by Filing a Notice of Removal with FORUM 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 27.



Upon acceptance of the arbitrator, FORUM 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 FORUM for transmittal to the arbitrator.

Rule 16. Arbitration Procedures

The majority of cases heard by FORUM 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 FORUM 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, ATA or FORUM may for good cause extend time periods, except for the time required for issuing a decision, and FORUM shall notify the parties, in writing, of any such extension.

A request for an extension must be Filed with FORUM 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 FORUM 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 Carrier's 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 FORUM, 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 FORUM within the time periods prescribed herein.

If a party wishes to File a late Submission, the party must forward the Submission to FORUM within ten (10) Calendar Days of the Submission due date and include the Late Fee of $100.00. FORUM 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, FORUM shall forward a copy of the decision to the parties with a copy to ATA.

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 FORUM, 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. Satisfaction of Award or Order of the Arbitrator

Unless otherwise stipulated by the arbitrator and subject to the provisions of Rules 24 and 25, the standard performance period for the payment of any Award contained in a decision or Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the Award or Order. Or in the case of either party invoking Rule 25, Reconsideration of Awards or Orders, the standard performance period for the payment of any final Award or final Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the final Award or Order.

Rule 23. 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 FORUM.

A Shipper may withdraw a Claim after it has been Filed with FORUM and before the Carrier is notified of the arbitration by Filing a Notice of Withdrawal with FORUM. A Shipper may withdraw a Claim before the Carrier Files a response with FORUM by notifying all parties in writing and filing a Notice of Withdrawal with FORUM. In such instances, a partial refund of the Shipper's portion of the Administrative Fee shall be at the discretion of FORUM; the Carrier's portion of the Administrative Fee, if already paid to FORUM, shall be refunded. The Shipper may File a request with FORUM 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 FORUM to the parties.

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

Rule 24. Correction of Awards or Orders

FORUM may correct clerical or administrative mistakes or errors arising from oversight or omission in the administration of cases or in the issuance of an Order or Award. This correction may be made at the request of a party or on the initiative of FORUM or the Arbitrator. No fee is required for this request.

Rule 25. 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 File the request with FORUM and pay an additional fee of $200 to FORUM. A party cannot make a second request. FORUM shall immediately notify the responding party of the request for reconsideration by sending one (1) copy of the request to the responding party. The responding party has twenty (20) Calendar Days after the date of FORUM's Notice to the responding party of the request for reconsideration to File a response with FORUM.

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 26. 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 27. 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:
   - is a party to the proceeding, or an officer, director or trustee of a party; or
   - is acting as a lawyer or representative in the proceeding.

An arbitrator shall disclose to FORUM the circumstances that create a conflict of interest or cause an arbitrator to be unfair or biased. FORUM 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 FORUM, 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 FORUM within fifteen (15) Calendar Days after the date of the Notice of Arbitrator Appointment.

FORUM shall promptly review the request and shall disqualify the arbitrator if there exists 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, FORUM shall select a new arbitrator.

ATA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM

SUBMISSION TO ARBITRATION – Page 1 ★ *Required*

AGREEMENT: The parties named herein agree to submit their dispute to arbitration under the procedures of FORUM and the rules of the ATA Household Goods Dispute Settlement Program. Claimant will complete the applicable sections of this Claim Document Packet, including Forms, Claimant Questionnaire and Itemized Detail pages. Claimant will send this completed Claim Document Packet and any applicable supporting documents and/or items, with the appropriate fee(s) to FORUM. Only accurate and complete Claim Document Packet submissions will initiate the arbitration process.

IMPORTANT NOTE: Throughout this Arbitration proceeding, Claimant is often referred to as "Shipper" and the Respondent or Moving Company is referred to as "Carrier"

Amount in Dispute: $_____

Summary of Claimant's Position and Claimant's Demands (to be completed by Claimant):

SAMPLE

(If more space is required, attach a separate page.)

Summary of Respondent's Position and Response to Claimant's Demands (to be completed by Respondent):

(If more space is required, attach a separate page.)

ATA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM

SUBMISSION TO ARBITRATION – Page 2 ★ *Required*

ARBITRATOR: The parties agree that this dispute is to be submitted to a neutral arbitrator selected by FORUM from its national panel of arbitrators in accord with Rule 14 of the ATA Household Goods Dispute Settlement Program. It is also understood that this dispute will be arbitrated under the jurisdictional requirements of Rule 19 of the ATA Household Goods Dispute Settlement Program.

ARBITRATION PROCEDURES AND FEES: The majority of cases heard by FORUM follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and facts to the arbitrator.

The Administrative Fee to initiate the arbitration process is paid as provided below, unless both parties otherwise agree to a different amount. Refer to Rule 8 of the ATA Household Goods Dispute Settlement Program for more information regarding the determination of the Administrative Fee. The arbitrator may apportion the Administrative Fees as part of the final decision.

Amount of Claim	Total Administrative Fee	Claimant's Share of Administrative Fee	Respondent'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 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

SAMPLE

AGREEMENT TO ARBITRATE

★ *Signature required*

We, the undersigned parties, hereby agree to submit this dispute to arbitration under the rules of the ATA Household Goods Dispute Settlement Program and FORUM'S procedures. Further, both parties hereby agree to abide by and perform any Award rendered hereunder and that a final judgment may be entered on the Award in any federal or state court having jurisdiction thereof.

_____	_____
Signature of	Claimant (Shipper)Signature of Respondent (Carrier)
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

ATA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM

REQUEST FOR ORAL HEARING ★ *Optional*

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

However, if you believe that special circumstances exist that cannot adequately be represented by written documents, Rule 10 of the ATA Household Goods Dispute Settlement Program provides for Oral Hearings.

Under the rules of the Program, Oral Hearings are available as an option but they are not mandatory; neither party is required to participate in an Oral Hearing as a part of the arbitration procedure. Therefore, the Carrier must agree to your request to proceed with an Oral Hearing.

When you request an Oral Hearing, FORUM will contact the Carrier on your behalf with your request for an Oral Hearing.

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

If either party wishes to request an Oral Hearing, provide the information requested below and include this form in your completed Claim Document Packet.

Request for Oral Hearing ★ *Optional*

I request that my case be heard under the Oral Hearing procedures pursuant to Rules 10 and 16 of the ATA Household Goods Dispute Settlement Program.

I request an Oral Hearing (select “A” or “B”):

☐ A) to be conducted by telephone conference call between the parties, or

☐ B) to be conducted in person with the parties.

SAMPLE

_____

Name of Requesting Party

_____ _____

Signature Date

CLAIMANT QUESTIONNAIRE – Part 1 ★ *Required*

This questionnaire is to be completed by the Claimant (Shipper) and sent to FORUM as part of the Claim Document Packet.

Claimant (Shipper) Information:

Claimant's Name _____

Claimant's Current Mailing Address _____

Street Address _____

City _____ State _____ Zip _____

Claimant's Phone Number _____

Claimant's Alternate Phone Number _____

Claimant's E-mail Address _____

How do you prefer to be contacted? _____

Shipment Information:

Name of Mover (not the local agent) _____

Shipment Registration or Bill of Lading Number _____

Pick Up Date _____

Pick Up Location (city and state) _____

Delivery Date _____

Delivery Location (city and state) _____

If delivery location is different from current address, please explain _____

_____

_____

Intervening Storage Dates, if any _____

Intervening Storage Location, if any _____

Did the mover provide the storage? ☐ Yes ☐ No

Did you choose to use intervening storage? ☐ Yes ☐ No

Were items placed into permanent storage at the time of delivery? ☐ Yes ☐ No

SAMPLE

CLAIMANT QUESTIONNAIRE – Part 2 ★ *Required*

Dispute Information:

WHAT TYPE OF DISPUTE are you seeking to arbitrate with your mover?

Check only those that apply and complete the appropriate pages of this Questionnaire.

☐ **DISPUTED CHARGES** - an additional amount that the mover billed to you, in addition to the charges collected at delivery, that you believe is not justified, complete the Claimant Questionnaire, Page 6.

If your dispute involves added charges that were billed to you in addition to the charges collected by your mover when your shipment was delivered, you must demonstrate to the arbitrator in your submission that the added charges were not justified.

☐ **SHIPMENT LOSS AND/OR DAMAGE** - to the articles that were transported in your shipment, complete the Claimant Questionnaire, Page 7 and the Itemized Detail-Item# ____of ____ for each item that is claimed as damaged or lost.

*If your dispute involves shipment loss and/or damage, you must demonstrate to the arbitrator:

1) That your items were tendered to the mover in good condition,
2) That your items were lost by your mover or delivered in damaged condition, and
3) The cost or estimates to repair or replace these items.

**Be sure to include copies of all supporting documents and/or items such as the bill of lading, inventory sheets from the move, purchase receipts, catalog pages, photographs, videos, etc., to describe:

1) The items and their condition both before and after the shipment was picked up and delivered, and
2) The repair or replacement cost of the items that were lost or damaged.

SAMPLE

CLAIMANT QUESTIONNAIRE – Part 3

★ *Required only for claims involving disputed charges*

To be completed if your claim involves Disputed Charges (see Page 5)
*If your claim does not involve disputed charges, leave this page blank.

*Attach a copy of the Claim that you filed with your mover along with a copy of the shipment documentation – Estimate, Order for Service, Bill of Lading and the Mover's Invoice – that specifies your charges and the charges that are in dispute.

Date Claim was filed with your mover: _____

What is the amount of your estimated charges? $ _____

What is the amount of your mover's final charges? $ _____

What is the amount of the charges that are in dispute? $ _____

Why are the charges in dispute? _____

_____

Did you request your mover to perform additional services that were not included on your estimate, or were additional services required to be performed to accomplish the delivery of your shipment that were not shown on the estimate?

☐ Yes ☐ No

Describe the nature of such additional services: _____

_____

_____

ID Number assigned to claim, if any: _____

Did you pay the charges that are in Dispute? ☐ Yes ☐ No

Did your mover make a refund offer on your claim? ☐ Yes ☐ No

Has your mover provided you with a refund check? ☐ Yes ☐ No

If Yes, what was the amount of the refund/check? $ _____

If Yes, where is the check now?
☐ I still have it in my possession
☐ I cashed/deposited it
☐ I returned it to the mover

State why you are not satisfied with your mover's offer and attach a copy of any or all of the following: (1) refund offer; (2) settlement check from your mover; or (3) claim denial letter from your mover.

_____

_____

SAMPLE

CLAIMANT QUESTIONNAIRE – Part 4

★ Required only for claims involving shipment loss and/or damage

To be completed if your claim involves Lost and/or Damaged Items (see Page 5):
*If your claim does not involve lost or damaged items, leave this page blank.

*Attach a copy of the Claim that you filed with your mover along with a copy of the shipment documentation – Order for Service or Bill of Lading – that specifies the level of valuation that applied for your shipment.

Date Claim was filed with your mover: _____

ID Number assigned to Claim, if any: _____

Did your mover make a settlement offer on your claim? ☐ Yes ☐ No

Has your mover provided you with a settlement check? ☐ Yes ☐ No

If Yes, what was the amount of the offer/check? $ _____

If Yes, where is the check now?
☐ I still have it in my possession
☐ I cashed it
☐ I returned it to the mover

State why you are not satisfied with your mover's settlement offer and attach a copy of any or all of the following: (1) refund offer; (2) settlement check from your mover; or (3) claim denial letter from your mover:

_____

_____

Did you purchase additional valuation coverage? ☐ Yes ☐ No

If Yes, what was the coverage amount? $ _____

If Yes, what was the deductible amount?

☐ $0 ☐ $250 ☐ $500 ☐ Other $ _____

Did you specify any specific High Value articles in your shipment? ☐ Yes ☐ No
(If yes, attach a copy of your High Value Article Declaration form.)

In addition to the above information for your disputed loss or damage claim, the following "Itemized Detail - Item# _____ of _____ " must be completed for each item or article that is lost or damaged and part of your claim. Please photocopy the following page as necessary to complete and include for each item that is included in your claim.

SAMPLE

ITEMIZED DETAIL – ITEM# ____ OF ____

(TOTAL # OF ITEMS)

★ REQUIRED FOR EACH ITEM INCLUDED IN A SHIPMENT LOSS AND/OR DAMAGE

*Photocopy this page as necessary and complete for each item claimed.

The following information must be provided for each item in dispute.

Item Description: _____

Amount claimed for the item: $ _____

Do you have any evidence to support this amount? ☐ Yes ☐ No
(Please attach copies of applicable repair appraisal reports, receipts, catalog pages, or other evidence.)

Original cost of the item: $ _____

Do you have any evidence to support the cost of the item? ☐ Yes ☐ No
(Please attach copies of applicable receipts, catalog pages or other evidence.)

Was the item lost or damaged? ☐ Lost ☐ Damaged

What are you seeking for the item? ☐ Repair ☐ Replacement

Who packed the item? ☐ You ☐ Mover

Was the item listed on the Household Goods Descriptive Inventory (HGDI), the High Value Inventory (HVI), the Customer Check-Off List, or on any other descriptive list given to the Mover? ☐ Yes ☐ No

If yes, please specify where the item was listed: _____

_____

Did you note any damage to the item at delivery? ☐ Yes ☐ No

If Yes, in what manner? If No, why not?_____

_____

Do you have any evidence of the damage done to the item? ☐ Yes ☐ No
(Please attach photographs or other evidence of damage.)

Did you note the item as missing at delivery? ☐ Yes ☐ No

If Yes, in what manner? If No, why not?_____

_____

Has the item ever been previously repaired? ☐ Yes ☐ No

If Yes, provide details: _____

_____

Is the item covered by any warranty? ☐ Yes ☐ No

SAMPLE

ARBITRATION TIMELINE

1. Prior to shipment, the Carrier will provide the Shipper with information about the availability of arbitration procedures for disputes.

2. If a dispute remains on a Claim after the claims adjusting process has been completed with the Carrier, the Shipper may request arbitration by sending a Notice to ATA describing the dispute, including how the Claim could be resolved by the Carrier. The request must be sent within ninety (90) Calendar Days of the Carrier's final written offer or denial of the claim to the Shipper.

3. ATA sends Notice of the Shipper's request to the Carrier who must respond to ATA within fifteen (15) Business Days advising ATA of the action it wishes to take in response to the Shipper's request. If the Carrier agrees to submit the disputed Claim to arbitration, or is required to do so pursuant to the statutory criteria and the program rules, ATA forwards the rules and the necessary forms to the Shipper.

4. Within thirty (30) Calendar Days after the date of the ATA transmittal letter, the Shipper may initiate arbitration by completing and returning the required forms and other supporting documentation, to FORUM along with the applicable Administrative Fee (see Rule 8), unless the Carrier agrees to pay all or a portion of the Shipper's share of the fee.

5. FORUM then sends one (1) copy of the Shipper's Submission to the Carrier. The Carrier has thirty (30) Calendar Days after the date of FORUM's Notice of the Shipper's Submission to File its Submission in response to the Shipper's Submission, its Submission to Arbitration form and its portion of the Administrative Fee with FORUM.

6. After receipt of the Carrier's Submission, FORUM forwards one (1) copy of the Carrier's Submission to the Shipper.

7. Within thirty (30) Calendar Days after the date of FORUM's Notice of the Carrier's response, the Shipper may File a Supplemental Submission in response to the Carrier's Submission. Upon receipt of a Supplemental Submission from the Shipper, FORUM 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 FORUM's Notice of the Shipper's Supplemental Submission to File a Supplemental Submission with FORUM. Upon the Filing of the Supplemental Submission by the Carrier, FORUM will provide a copy of the Carrier's Supplemental Submission to the Shipper.

8. FORUM provides Notice to the parties of the appointment of a neutral arbitrator. The arbitrator decides the issues submitted to arbitration within thirty (30) Calendar Days after receipt of the case file under the standard procedure described in Rule 16 or within thirty (30) Calendar Days after the arbitrator declares the proceeding closed under the Oral Hearing procedures. If the arbitrator cannot render a decision within thirty (30) Calendar Days after receipt of the case file, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute in accord with Rule 19.

9. Following the decision by the arbitrator, FORUM then forwards a copy of the decision to the parties.

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