



ARBITRATION SHIELD

User Guide

What is arbitration

Arbitration is a dispute resolution process conducted by a neutral arbitrator who will hear and determine on a moving claim in a faster and far less expensive manner than traditional litigation. The parties involved in the dispute submit their relevant information to the arbitrator who will review their dispute and issue a final decision that is binding on both parties.

Arbitration is a process designed to settle or make a determination on a dispute, and to resolve the specific issues submitted by the parties. Unlike litigation, arbitration is private, only between the two parties, and informal. In arbitration, the rules of evidence do not apply, and there are no subpoenas, depositions or other discovery processes. The arbitration costs are based on the amount of the claim, as set forth in the program guidelines.

Arbitration under this program is optional and voluntary for you, but not so for your mover.

Your mover must agree to your request for arbitration of disputed claims of \$10,000 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 Transportation Arbitration Board, Inc (TAB) for resolution, a neutral TAB arbitrator will make 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 federal law, if the arbitration decision is disputed, the disputing party may in certain circumstances be liable to pay the other party's legal fees.

The arbitrator may issue a decision based on what he or she feels is just and appropriate within the scope of the contractual agreement between you and your mover. In reaching a decision, the arbitrator will likely consider applicable laws, the agreement, and the provisions of any tariff, as well as applicable practices of the moving industry.

Under the law, 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 parties.

When to request arbitration

Before arbitration can be offered you must be sure that you have exhausted your options through the mover's standard claims process and that the mover has made its final offer to you.

Disputes which qualify for arbitration are claims that are the result of: [1] loss or damage to articles contained in your shipment, or [2] additional charges that were billed to you by your mover after the delivery of your shipment was made.

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 included in your estimate and quantities (weight) listed on your estimate.

If your shipment weighs more than the estimated amount, your mover will bill you for the additional amount after your shipment has been delivered.

The amount billed to you after delivery is the only amount subject to arbitration.

Disputes involving other types of claims may be arbitrated under the program only if both you and your mover agree to do so.

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How to request arbitration

If you disagree with the final results of your claim, you may request arbitration via email to arbitration@csipros.org; by mail or fax to our contact information below.

You must request arbitration within 90 days after your mover (or anyone on their behalf) has made its final written settlement offer or denial of your claim.

The process

Once we receive your request to proceed with arbitration we will send you the Arbitration Request Form to fill out and sign. Upon receipt of the signed form we will notify both your mover and TAB of the request to proceed with arbitration. TAB will then send you the arbitration forms with specific instructions required to proceed with arbitration.

You will then have 30 days to complete the forms and return them to TAB along with your portion of the administrative fee. Then your mover will submit its documentation and its portion of the administrative fee. **The arbitrator makes most decisions within 30 days of receiving the payment and all the necessary forms and documents.**

An arbitrator’s decision resolving a dispute may include any remedies appropriate under the circumstances, including repair, replacement, refund, reimbursement for expenses, compensation for damages, and an order requiring the payment of additional carrier charges.

The decision made by the arbitrator will be sent to you and to your carrier and will be kept confidential. Federal law prohibits an interstate carrier or its agents from disclosing information about your shipment without your permission, except in response to legal proceedings and court orders. CSI respects your right to privacy and will keep any information it has about your arbitration case confidential.

How much does it cost

The cost to arbitrate is based on the total amount of the claim in dispute and is split evenly between you and your mover as follows:

| When the claim amount is: | The Administrative Fee is: |
|---------------------------|----------------------------|
| \$1 - \$500 | \$150 |
| \$501 and up | \$300 |

For example, if the amount of the dispute is \$7500, the applicable administrative fee would be \$300. This fee would be shared equally between the parties with you and your mover each paying \$150.

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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.

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Can I appeal the arbitration?

The arbitration decision cannot be appealed and is binding on both you and your mover. The only option to

dispute is primarily for serious misconduct or fraud by the arbitrators.

Who we are

CSI is a third-party claims company that helps movers and their customers reach a fast and fair resolution for their household moving claims. When a settlement cannot be reached through the claims process, customers may request to proceed with arbitration.

CSI offers the Arbitration Shield through Transportation Arbitration Board, Inc (TAB). TAB is not affiliated with CSI or with any household goods moving company and is a completely autonomous non-profit corporation designed by its creators to swiftly, fairly, amicably and inexpensively settle controversial cargo claims between shippers and carriers.

TAB was established in 1975 sponsored jointly by the Transportation Loss Prevention & Security Association of the American Trucking Association, Inc and Transportation & Logistics Council, Inc.

TAB charges an administrative fee to arbitrate your dispute. The administrative fee, which is split evenly between the parties, is paid to TAB directly; CSI does not receive any portion of the administrative fee. **Neither CSI nor any of its employees take any role in the arbitration proceeding or has any influence on the outcome of the arbitrator's decision. CSI simply serves as the referral agent for its carrier clients to assure that requests for arbitration reach the offices of TAB.**

To request an arbitration please contact us at:

(772) 742-5246 Ext. 645

arbitration@csipros.org

Fax (772) 742-2407

**PO Box 880505
Port St. Lucie, FL 34988**

