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## 1. DEFINITIONS

The following list defines key words as they are used in these Rules. Arbitration is a process in which two or more persons agree to let an impartial person decide their dispute. This decision is legally binding on the parties, although state or federal law may provide a limited right of review. Arbitrator refers to the individual selected to conduct your arbitration and make a decision in your dispute. BBB refers to the Better Business Bureau that is administering or referring the arbitration and to Inland Valley Arbitration Mediation Services, Inc. (IVAMS) when it administers the arbitration. IABBB refers to the International Association of Better Business Bureaus. Days refers to calendar days. Decision refers to the written document signed by the arbitrator and mailed to the parties. Parties includes the shipper and the moving company. Shall is mandatory; may is discretionary. Shipper is the person whose goods are transported by the moving company. You refers to the parties involved in the dispute being arbitrated.

## 2. SCOPE OF ARBITRATION

Companies that use dispute settlement services often precommit (agree in advance) to arbitrate, within specified parameters, disputes that may arise with their customers. These precommitments specify the types of claims and remedies that may be arbitrated. Other companies may agree to arbitrate disputes on a case-by-case basis. BBB offers arbitration for those disputes that fall within a company's precommitment to arbitrate. BBB will provide you with information regarding the scope of a particular company's precommitment to arbitrate. A dispute that does not fall within a company's precommitment may be arbitrated if both the company and the consumer are willing to submit the dispute to arbitration under these rules. The decision as to whether your dispute (or any part of it) can be arbitrated rests solely with IABBB. (See Rule 34.)

## 3. APPLICATION OF THESE RULES

These Rules apply to any dispute that the parties agree to arbitrate by signing an Agreement to Arbitrate or a precommitment agreement with BBB.

## 4. AGREEMENT TO ARBITRATE

BBB shall prepare an Agreement to Arbitrate that briefly describes the nature of the dispute and the decision sought as they are viewed by you and any other party. The Agreement to Arbitrate is intended to be a general outline of the dispute, not an argument of your case. The Agreement to Arbitrate shall be given to the shipper by BBB prior to the hearing. If

the shipper agrees with the general description of his or her side of the dispute and the decision sought, the shipper shall sign the Agreement to Arbitrate and return it to BBB within five days of receiving it. Failure to mail the signed Agreement within this time period may result in a delay of the resolution of your case. The shipper should contact BBB at once if he or she disagrees with the general description of his or her case. BBB will also provide the moving company with a copy of the Agreement to Arbitrate prior to the hearing and will ask the company to return the Agreement in the same manner as the shipper. The company should contact BBB at once if it disagrees with the general description of its case. If the shipper's claim falls within a moving company's precommitment with BBB, then the company's failure to return the Agreement to BBB will be considered an acceptance of the Agreement, and the moving company will be bound to arbitrate the claims included on the Agreement to Arbitrate. For all other claims, the moving company must sign and return the Agreement to Arbitrate for the arbitration process to continue. Parties should not contact BBB if they think the description of the other party's case is in error; that is an issue for the arbitrator to decide.

## 5. AVAILABLE REMEDIES

The Agreement to Arbitrate shall set out the remedies sought by the shipper. These remedies may include: repairs, reimbursement for repairs, replacement, refund, reimbursement for expenses and compensation for damages. Any other remedy that has been agreed to by the parties also may be included.

## 6. SELECTING YOUR ARBITRATOR A. General selection procedure

BBB maintains a pool of individuals who have volunteered to serve, at no pay, as arbitrators. These volunteers have been trained to conduct hearings and make decisions in accordance with these Rules. They do not necessarily have specific expertise in the matter to be arbitrated, but can call upon the assistance of an expert when necessary. BBB will provide the parties with the names of two or more arbitrators chosen from the volunteer pool, together with brief biographies of each. This may be done by mail or telephone. Each party shall reject the name of an arbitrator if a financial, competitive, professional, family or social relationship exists between that party and the arbitrator. Each party may then assign priorities to those names remaining (#1, #2, etc.). If the selection is done by mail, each party has five days after receiving the list of arbitrators to mail the list back to BBB. If a party does not mail the list to BBB within five days of receipt, BBB will assume all names are satisfactory to that party. Every effort will be made to select the parties' preferred arbitrator. The selection will be based on the arbitrator's availability as well as the highest

common choice of all the parties. Once the parties have been notified of the selected arbitrator, any substitute must be approved by the parties or the selection process must be conducted again.

**B. Alternate procedure**  
BBB may use variations of this selection process, including referral of the dispute to Inland Valley Arbitration Mediation Services, Inc. (IVAMS). IVAMS will select an arbitrator with expertise in the transportation and logistics industries. IVAMS will charge a fee that is paid by the parties (subject to allocation in the arbitrator's award). Any alternative procedure shall be designed to avoid conflict of interest and will provide the parties with a neutral arbitrator to hear their case.

## 7. COMMUNICATING WITH THE ARBITRATOR

You or anyone representing you shall not communicate in any way with the arbitrator about your dispute except (1) at an inspection or hearing for which the other party has received notice but does not appear, or (2) when all other parties are present or have given their written permission.

All other communication with the arbitrator must be sent through BBB.

Violation of this rule may result in your case being discontinued.

## 8. QUALIFYING THE ARBITRATOR

The arbitrator shall sign an oath pledging to make an impartial decision in your dispute. If the arbitrator believes that he or she cannot make an impartial decision, he or she shall refuse to serve. If a financial, competitive, professional, family or social relationship exists between the arbitrator and one of the parties (even if the arbitrator believes the relationship is so minor as to have no effect on the decision), it shall be revealed to all parties, and you may decide that this arbitrator should not serve in your case. BBB reserves the right to reject any arbitrator for any reason that it believes will affect the program's credibility.

## 9. YOUR REPRESENTATIVE

In any arbitration procedure, you may present your own case or have someone represent you. If your representative is a lawyer, you must give the lawyer's name and address to BBB at least eight days before the hearing. BBB will notify the other parties to give them an opportunity to obtain lawyers if they want. If you fail to give BBB advance notice, your hearing may be rescheduled. You are responsible for any fees charged by your representative.

#### 10. INSPECTION BY THE ARBITRATOR

You or the arbitrator may request an inspection of the goods involved in your dispute. If possible, the inspection will be performed as part of the hearing; otherwise, the inspection will be scheduled for a later date and all parties will receive at least eight days notice unless such notice is waived by all parties.

#### 11. TECHNICAL ADVISERS

At the request of the arbitrator, BBB will make every effort to obtain a neutral technical adviser to inspect the goods involved in the dispute. The adviser's findings will be presented in writing or in person, at BBB's option, either before, during or after the hearing. In any case, you will have an opportunity to evaluate and comment on the qualifications and findings of the adviser. You also have the right to have your own technical adviser serve as a witness at your own expense.

#### 12. HEARING NOTICE

BBB will set a time and place for your arbitration hearing, with due regard for your convenience and that of the arbitrator, as well as the time limits provided by these Rules. BBB will notify you in writing of the time and place at least eight days in advance of the hearing. Contact BBB at once if you cannot attend an in-person or telephone hearing. If you object to the time or place stated in your notice, contact BBB immediately. If you do not object, or if you attend the hearing, your acceptance of the notice will be assumed.

#### 13. MANNER IN WHICH HEARING IS CONDUCTED

If both parties agree, BBB shall arrange for an in-person hearing. The moving company may present its case in-person, by telephone or in writing. If both parties do not agree to an in-person hearing, the shipper may elect to present his or her case by telephone. The moving company may present its case by telephone or in writing. If the shipper elects to present his or her case in writing, the moving company must also present its case in writing. When one or more parties presents their case by telephone, a speaker phone or conference call will be used so all parties can effectively participate in the hearing.

#### 14. ATTENDANCE AT HEARINGS

BBB has the option to arrange for its staff, volunteers from its pool of arbitrators, or government representatives to attend arbitration hearings. For any other observer to attend a hearing, BBB will first determine that reasonable accommodations exist and then make sure that the parties and the arbitrator have no objection to the presence of an observer. If there is room and no objection, the observer shall be subject to BBB's directions regarding proper conduct.

#### 15. MEDIA PRESENCE IN THE HEARING

Media shall be permitted access to arbitration hearings on the same basis as other observers. Unless there is approval of all parties and the arbitrator, neither media representatives nor any other observer may be permitted to bring cameras, lights, recording devices, or any other equipment into the hearing. Without such approval, all observers (including media representatives) shall be limited to note taking and shall be subject to BBB's direction regarding observers' proper conduct.

#### 16. YOUR ABSENCE FROM THE HEARING

If you do not attend an in-person or telephone hearing after receiving proper notice from BBB, the arbitrator may decide to go ahead with the hearing in your absence. The arbitrator will consider any unforeseen circumstances, emergencies or other relevant factors that prevent you from attending the hearing as scheduled and from giving BBB advance notice that you will not attend. Your absence does not mean an automatic decision against you, and you shall be given an opportunity to present your case in a time and manner set by the arbitrator. If you then fail to present your case, the arbitrator may make a decision without your presentation.

#### 17. RECORD OF HEARING

BBB will maintain basic file information on your arbitration hearing for one year, or longer, if required by law. This information will include the witnesses' names and documents presented as evidence at the hearing. Copies of this and other official arbitration forms relating to your case will be given to you on request. A reasonable copying fee may be charged. If you give BBB at least five days' advance notice, BBB will arrange for a court reporter at your expense or will audiotape an in-person or telephone hearing. The arbitrator may request at any time that BBB tape a hearing. BBB, at its discretion, may also arrange to tape a hearing. All taping or other records of an arbitration hearing are BBB's sole responsibility, and no other person shall make such a record at any time. If a hearing is

taped, you may request that BBB give you a copy of the tape. You will be charged for reasonable copying and transmittal costs. Requests for a copy of the tape should be made within 30 days after the hearing, since the tape may not be retained after that time.

#### 18. INTERPRETERS

If you need an interpreter for your arbitration and cannot provide your own, contact BBB and it will make every effort to find a volunteer interpreter.

#### 19. OATH OF PARTICIPANTS

You and your witnesses shall be placed under oath at an in-person or telephone hearing.

#### 20. HEARING PROCEDURES

The arbitrator will decide on the order and procedures for you to present your side of the dispute. For in-person or telephone hearings, you will be given the opportunity to make a personal presentation of your case. You may present witnesses and evidence in support of your case. You may also question the other parties, their witnesses and their evidence. After everyone has given a presentation, you will be given the opportunity to make a closing statement. If the arbitrator determines that additional information is necessary in order to make a fair decision, he or she may direct that this additional evidence be submitted at a subsequent hearing or in any manner deemed appropriate by the arbitrator. If the arbitrator directs that written evidence be submitted after the initial hearing, the evidence shall be sent to BBB within the time frame specified by the arbitrator. BBB will send a copy to the other party and solicit a response. Both the written evidence and any response shall be submitted by BBB to the arbitrator. When the arbitrator is satisfied that all testimony and evidence have been presented, your hearing will be closed.

#### 21. ADMISSION OF EVIDENCE AT THE HEARING

You may present your case without being restricted by courtroom rules of evidence. However, you should be sure your evidence is relevant to your case. The arbitrator can limit your presentation if it is repetitious or irrelevant.

#### 22. ABSENTEE STATEMENTS

If you have a witness who cannot attend an in-person or telephone hearing, you may

present that person's written statement to the arbitrator. You must make a copy for the other party to read and use for response. If you present your case by telephone, you should submit to BBB at least seven days before your hearing any written documents on which you will rely. BBB will give these documents to the other party before the hearing. Before the arbitrator makes a decision, you may ask the arbitrator to give you a reasonable number of days to respond to a written statement or document presented by the other party at the hearing. The arbitrator may grant your request at his or her discretion.

### 23. SUBPOENAS

If you have a reason to believe the other side will not present certain witnesses or evidence that you consider important to a full and fair consideration of your dispute, you may send BBB a letter asking that the arbitrator subpoena these witnesses or evidence to an in-person or telephone hearing. If the arbitrator agrees with your request, a subpoena will be sent according to state law. The party requesting a subpoena shall be responsible for any expenses involved in the issuance of the subpoena and shall be responsible for enforcement of the subpoena if necessary.

### 24. ADMISSION OF EVIDENCE AFTER INITIAL HEARING

Before a decision is made, an arbitrator may schedule new or additional hearings or otherwise request new or additional evidence to get all possible facts relating to your dispute. Before a decision is made, you may send BBB new information that was impossible to present at your original hearing and request that it be considered. BBB will send it to the other parties for their response and then forward the information and any response to the arbitrator. After the arbitrator has made a decision in your case, no more arguments or evidence may be presented, even if impossible to present at the time of the hearing.

### 25. CLOSING THE HEARING

If you have been asked or allowed by the arbitrator to furnish additional evidence in support of your case, the arbitrator will set a deadline by which you must send the evidence to BBB. BBB will give the other party an opportunity to respond to your evidence and then will send all materials to the arbitrator. The arbitrator will close the hearing when he or she determines that the parties have had sufficient opportunity to present all relevant evidence. The arbitrator will normally render a decision within 10 days after the hearing is closed.



## 26. SETTLEMENT

If all parties voluntarily decide to settle the dispute before the hearing, the settlement will end the dispute and no hearing will be held. If a voluntary settlement is reached during the hearing, the arbitrator shall include the settlement in a final or interim decision. If a settlement is reached after the hearing but before the arbitrator's final decision, be sure to notify BBB at once.

## 27. TIME LIMITS

BBB shall make every effort to obtain a final resolution of your complaint within 60 days of receipt of written notification of the dispute, unless state or federal law provides otherwise. This time period may be extended at the request of the shipper, or if the arbitrator decides to extend such time to gather information concerning the dispute which the parties failed to provide in a timely manner.

## 28. THE DECISION

When the arbitrator has reached a decision in your case, all parties will be sent a written decision accompanied by the arbitrator's reasons for the decision. The decision will also be sent to BBB and IVAMS, as appropriate. BBB will not read a decision to you over the phone. Scope of decision

A decision shall be one that: the arbitrator considers fair; and falls within the scope of your Agreement to Arbitrate. The decision may order an action to be performed, money to be paid or a combination of these remedies. The arbitrator may award all or part of what you seek or may decide to award no payment or performance at all. The arbitrator shall, in the award, assess any arbitration fees as provided in Rule 31 against either party in whole or in part. Types of decisions The arbitrator may render either a final or an interim decision. If the arbitrator renders a final decision, the arbitrator has no further authority over the execution of the decision unless a valid request is made pursuant to Rule 28(C), Clarifying the decision; Rule 28(D), Correcting the decision or reasons for decision; or Rule 28(E), Decision is impossible to perform or to perform timely. An interim decision may be written when the decision requires some action to be taken. If the arbitrator renders a interim decision, the arbitrator maintains continuing authority over the execution of the decision in accordance with the specific terms set out in the decision. Interim decisions will state a time within which the shipper must notify BBB if the action ordered in the interim decision was not performed or was performed unsatisfactorily. If the shipper notifies BBB within

that time, the arbitrator will have 30 days (from the date the shipper notifies BBB of that fact) to forward a decision. If the arbitrator deems it necessary, he or she may call for a further hearing to receive evidence.

**Clarifying the decision**  
If you do not understand the arbitrator's decision, you may request a clarification by writing to BBB within 10 days of your receipt of the decision. BBB will not accept a clarification request that attempts only to reargue your case or that is based solely upon your disagreement or disappointment with the decision. If your written statement to BBB is an appropriate request for clarification of the decision, BBB will send the request to the other parties, solicit their views, and send the request and any response to the arbitrator. The arbitrator may either clarify the decision or reject the request for clarification and let the decision stand as written. You may not ask the arbitrator to clarify the reasons for decision.

**Correcting the decision or reasons for decision**  
You may request correction of the decision or the reasons for decision if you believe the decision or reasons contain a mistake of fact, a miscalculation of figures, or exceed the arbitrator's authority. Requests for correction of a decision or reasons must be submitted in writing to BBB within 10 days of your receipt of the decision. A mistake of fact is not a conclusion of the arbitrator with which you disagree; it is a true error in such things as a date, time, place, or name, and may justify a correction only if it concerns the essence of the decision. A miscalculation of figures is not a dollar figure you consider to be unfair; it is an arithmetic error. The arbitrator's authority is limited to the scope of the Agreement to Arbitrate. BBB will not accept a correction request that attempts only to reargue your case or that is based solely upon your disagreement or disappointment with the decision. If your written statement to BBB is an appropriate request for correction, BBB will send the request to the other parties, solicit their views, and send the request and any response to the arbitrator. The arbitrator may either correct the decision or reasons or reject the request for correction and let the decision or reasons stand as written.

**Decision is impossible to perform or to perform timely**  
If you believe you cannot perform the arbitrator's decision within the established time limit or at all, you should immediately inform BBB in writing. BBB will process your submission in the same manner as a request for correction. The arbitrator may request additional evidence, request another hearing, or do anything necessary to confirm or deny your claim of impossibility of performance. If the arbitrator confirms such impossibility, the original decision may then be changed to include any remedy falling within the scope of the Agreement to Arbitrate. If the moving company has exceeded the time for performance specified in the decision, the shipper should notify BBB in writing. BBB will immediately contact the company and attempt to determine the reasons for its noncompliance.

**Suspending the time to perform**  
If you submit to BBB a written statement relating to correction, clarification or impossibility

of performing the decision, the time for performance of a decision shall be suspended until the issue is resolved by the arbitrator or by BBB. After the decision is issued  
Once a decision in your case has been issued:

The parties will be legally bound to abide by the decision and must comply with the decision's terms (subject to modification/correction under these Rules or to any limited right of review that may be provided by federal or state law).

Each party gives up any right to sue the other party in court on any claim that has been resolved at the arbitration hearing, unless either party fails to perform according to the arbitrator's decision.

(If this should happen, notify BBB, which will try to resolve the matter. In addition, you may have the right to enforce the decision in court or pursue other legal remedies under state or federal law.)

**Verification of performance**  
All parties must do what the decision requires within the time limits set by the arbitrator.

Unless otherwise stated in the decision, the time for performance shall begin when you receive the decision. Approximately two weeks after the performance date, BBB shall contact the parties to see if the decision has been performed.

## 29. TIMELY OBJECTIONS

Any failure to follow these Rules that may significantly affect the independence, impartiality or fairness of the arbitration process should be raised with IABBB or BBB at the earliest opportunity.

## 30. CHANGE OF TIME

You and the other parties to the arbitration may jointly agree in writing to change any period of time stated in these Rules.

## 31. ARBITRATION FEES

BBB may charge an arbitration fee. The fee in effect at the time the shipper requests arbitration, which shall be disclosed to the parties prior to the signing of the Agreement to Arbitrate, shall apply. Each party may be required to submit up to one-half of the total fee along with the signed Agreement to Arbitrate. The arbitrator will determine which party

shall pay the cost, or a portion of the cost, of the entire arbitration fee in accordance with Rule 28A.

### 32. CONFIDENTIALITY OF RECORDS

It is our policy that records of the dispute resolution process are private and confidential. Except as provided in Rule 28, BBB will not release the results of your individual case to any person or group that is not a party to the arbitration unless all parties agree or unless such release is required by law or pertinent to judicial or governmental administrative proceedings.

### 33. JUDICIAL PROCEEDINGS/ EXCLUSION OF LIABILITY

In submitting to arbitration under these Rules, you agree that the arbitrator shall not be subpoenaed by either party in any subsequent legal proceeding. You further agree that IABBB, BBB, IVAMS or arbitrator shall not be liable for any act or omission in connection with your arbitration.

### 34. INTERPRETATION OF RULES/RIGHT TO DISCONTINUE ARBITRATION

IABBB will make all decisions on procedural questions, on the scope of the agreements, on a shipper's eligibility for arbitration, and on any other question concerning the application and interpretation of these Rules. IABBB and BBB at all times reserve the right to discontinue administration of arbitration for any case(s) due to a conflict with any state/federal law or regulation, or due to the conduct of a party.