



## Dispute Settlement Program for Household Goods

### Customer Information for Resolving Disputed Claims on Interstate Household Goods Shipments

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#### What is Arbitration

By definition, arbitration is a form of alternative dispute resolution and a way to resolve disputes outside the court system. The parties involved in the dispute agree to use a neutral arbitrator to review their dispute and resolve it. An arbitration decision or award is legally binding on both sides and enforceable in the courts.

Like litigation, arbitration is an adjudicative process designed to resolve the specific issues that will be submitted by you and your mover or carrier. Arbitration differs from litigation, though, 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 IAM Household Goods Dispute Settlement Program Work?

Over 30 million people move each year in the United States. Many of them hire a moving company to transport their household goods. In the event that household items are lost or damaged in transit, customers are entitled to file an arbitration claim against the moving company.

The International Association of Movers (IAM), a non-profit trade association, offers a Household Goods Dispute Settlement Program to assist customers and IAM-member moving companies in the dispute resolution process. Currently, this only applies to U.S. interstate shipments. FORUM is the designated program administrator.

FORUM is an independent, non-governmental organization that is not affiliated with IAM or with any household goods moving company. FORUM maintains a panel of independent and neutral arbitrators that include attorneys, law professors, and former state and federal judges to resolve disputes. FORUM charges an administrative fee to arbitrate your dispute. The administrative fee, which is divided between the parties (unless your mover agrees to pay your share of the fee), is paid to FORUM; IAM does not receive any portion of the administrative fee. The parties to your proceeding will be you and your mover with FORUM acting as the neutral program administrator. Neither IAM nor any of its employees take any role in the arbitration proceeding or has any influence in the outcome of the arbitrator's decision. IAM 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 FORUM 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, IAM respects your right to privacy in such matters and will keep the results of your arbitration case confidential.

FORUM's administration makes it easy for dissatisfied customers and moving companies to have their grievances resolved in a manner that is fast, affordable, and most importantly, fair.

#### When is Arbitration Appropriate?

Disputes eligible for arbitration are unresolved claims on interstate shipments of household goods for individual customers that may occur as a result of:

1. Loss or damage, or;
2. Charges billed in excess of those collected at delivery.

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 your mover bills you for an additional amount after your shipment has been delivered, the amount of the additional billing is subject to arbitration but not the amount that you already paid to our mover when our shipment was delivered.

If you and your mover cannot resolve your dispute, you may request that arbitration be used to resolve your claim. Before arbitration can begin, though, 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 governing federal law, 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 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, but only if both you and your mover agree to do so.

## What are the Legal Effects of the Program?

In the United States, these arbitration procedures are governed by the provisions of Section 14708, Title 49, as amended, of the 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 may be mandatory 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. If you request arbitration of a disputed claim over \$10,000, however, your claim will be submitted to arbitration only if your mover agrees. Once both you and your mover have signed the official forms and submitted the dispute to FORUM for resolution, a neutral FORUM arbitrator will render 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 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.

## How Do I Request Arbitration?

Email [arbitration@iamovers.org](mailto:arbitration@iamovers.org) to request the form to get started.

## What can an Arbitrator Award?

The arbitrator may grant any remedy or relief they feel 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 your mover's 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 as 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, and violations of law or any claim that cannot be arbitrated under law, such as allegations of criminal activity.

## What are the Legal Effects of the Program?

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

The Fee Schedule is as follows:

Amount of Disputed Claim	Total Administrative Fee	Customer's Share of Administrative Fee	Carrier's Share of Administrative Fee
\$10,000 or Less	\$800	\$375	\$425
\$10,001 to \$20,000	\$850	\$400	\$450
\$20,001 to \$30,000	\$900	\$425	\$475
\$31,000 to \$40,000	\$950	\$450	\$500
\$40,001 to \$50,000	\$1,000	\$475	\$525
Over \$50,000	\$1,000 plus 3% of the amount over \$50,000	\$475 plus one-half of the amount over \$50,000	\$525 plus one-half of the amount over \$50,000

If you do not have access to e-mail and require this proceeding to be communicated and conducted on paper, via mail, FORUM reserves the right to charge an additional administrative fee of up to \$50.00.

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.

## How do I File a Dispute?

You may request arbitration by submitting the **Customer Request for Arbitration** form found at our website at [iamovers.org](http://iamovers.org) or by writing to the International Association of Movers. Attention: Dispute Settlement Program, 1600 Duke St #440 Alexandria, VA 22314. Please submit questions to [arbitration@iamovers.org](mailto:arbitration@iamovers.org). Your request should be sent to IAM within 90 days after your mover has made its final written settlement offer or denial of your claim. 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 (e.g. Bill of Lading #) 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 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, IAM will request this information from you later if your dispute cannot be settled and your case proceeds to arbitration with FORUM.

After IAM receives your information, IAM will promptly notify your mover of your request for arbitration. If the dispute falls within the program guidelines and a settlement is not achieved, IAM will forward to you the required forms and program rules. You will then have 30 days to complete the forms and return them to FORUM/ 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. Please visit [iamovers.org](http://iamovers.org) to view the complete Arbitration Timeline.

If you would like to receive more information on the Dispute Settlement Program, you may email IAM at [arbitration@iamovers.org](mailto:arbitration@iamovers.org) to request a copy of the program rules and the sample forms.

