

Date Received: April 15, 1998

Docket No.: TV-971477

Company: Amends WAC 480-12, Relating to Household Goods Movers

Distribution:

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Comment Form

Washington Utilities and Transportation Commission

*WAC 480-12
Docket TV-971477
April 14, 1998*

If you would prefer to share your comments with the Commission in writing please fill out this comment form and your comments will be considered and added to the formal record.

*Please review and consider this
proposal.*

Please **PRINT** the following information

Name _____

Mailing Address _____

City, State _____

Zip Code _____

Daytime Phone Number _____

(Please provide your area code.)

Washington Utilities and Transportation Commission

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Please return this comment form to the sign-in table.

Better Business Bureau

Moving Dispute Resolution Program

**Presented to:
Washington Utilities and Transportation Commission
May 14, 1998**

000502

Needed - An ADR program for in-state moves which is:

- Uniquely focused on customer/mover disputes.
- Respected by members of the Washington Movers Conference.
- Supportive of the carriers and of assistance to them in resolving disputes.
- Consumer and carrier friendly.
- Respected by government.
- Capable of handling a large caseload at low cost.
- Able to have a fully operational program available immediately.

Solution? The Better Business Bureau Alternative Dispute Resolution Program

- We're respected by the moving industry. We have several local carriers as members and a representative of the moving industry sits on our Board of Directors.
- We're experienced. During 1995 we closed more than 9,000 customer/business disputes and conducted more than 300 arbitrations.
- We're well-known by government. Our ADR program meets or exceeds requirements imposed on ADR programs under Federal warranty law. We regularly work with the state Attorney General, Secretary of State and local licensing agencies as well as the Federal Trade Commission on consumer issues.
- We can respond rapidly. Our ADR infrastructure is already in place. BBB staff handle consumer complaints every day. Our trained and certified panel of more than 100 arbitrators can handle moving disputes tomorrow.
- Our program forms and materials are developed.
- We're in the neighborhood. We've been serving your customers for years. We currently average 1400 instances of service each day and we have 98 percent name recognition with the public.
- We've implemented similar successful programs for the auto and siding industries.

Here's how the process will work:

- The mover or customer calls the BBB with a dispute. If the complaint is customer initiated, the BBB refers the customer to the company's complaint contact person. If the business cannot resolve the dispute with the customer, or if the dispute is mover-initiated, the next step is taken.
- The BBB gets an adequate description of the dispute from both parties, including what the customer is seeking to resolve the dispute and the company's position on the dispute. The customer is asked to complete and return a claim form. (see attached form)
- The BBB works with the mover's complaint contact person to determine if they want to make an offer.
- The Bureau then contacts the customer and explains the company's position.
 - If an offer is made and the customer accepts it, the dispute is resolved.
 - If a counter offer is made, The Bureau repeats the above process.
 - If the offer is rejected or the mover is not prepared to counter, the case proceeds to arbitration. (Mediation can also be offered if both parties agree)
- The BBB prepares an Agreement to Arbitrate taken from the positions of both parties. Both parties help select the arbitrator from a pool of 4 to 5 candidates, and an arbitration is scheduled.
- The hearing is held and both parties present their positions.
- A decision is issued within ten days of the arbitration.

PARTICIPANT AGREEMENT

BBB MOVING DISPUTE RESOLUTION PROGRAM

1. This agreement is between _____ (the Participant) and the Better Business Bureau of Western Washington (the BBB).
2. The BBB administers a dispute resolution program for _____ to assist in the resolution of disputes between moving companies and their customers. _____ agrees to participate in the program in accordance with the terms of this agreement.
3. Definitions.
For this agreement the following terms are defined:
 - a. "Customer" means a shipper of household goods or an individual that contracts services from Participant.
 - b. "Dispute" means any dispute required to be arbitrated under the BBB Arbitration Rules for Moving Disputes and any dispute not covered under the Rules if agreed to by both Parties in writing.
 - c. "Parties shall mean the customer and the participant.
4. Complaint Referral.
 - a. For disputes Participant elects to refer to the Program, Participant will inform the customer of the availability of the Program to resolve the dispute and the Participant will contact the BBB on behalf of the Participant and the Customer.
 - b. For Customers who call or write the BBB, a BBB staff person will explain the program, send the customer a claim form and the BBB Arbitration Rules for Moving Dispute.
5. Conciliation. When a claim form is returned, the BBB will attempt to resolve the dispute informally through conciliation. The participant will respond within 10 days to requests from the BBB for additional information about the dispute and will cooperate in good faith with the BBB in an attempt to resolve the complaint informally.
6. Arbitration. If conciliation is unsuccessful, and the customer agrees to arbitrate, Participant agrees to arbitrate disputes as follows:
 - a. Your dispute must be filed with the BBB within nine months of the date of delivery of the goods.
 - b. The BBB will draft an Agreement to Arbitrate that will describe the dispute and the decision sought by each party. The BBB will send the Agreement to Arbitrate to both Parties for signature.
 - c. The Customer may seek the following remedies in arbitration: repairs, reimbursement for repairs, replacement, refund, reimbursement for expenses and compensation for damages. Any other remedy that has been agreed to by the parties may be included.
 - d. The arbitration hearing will be conducted in-person if both parties agree to an in-person hearing, the hearing will be conducted by telephone if the shipper requests. If the shipper requests that the hearing be conducted in writing, the Participant must also present its case in writing.
 - e. In making a decision, which will be binding on both parties, the arbitrator will not be bound to apply legal principles and will render a decision based on what the arbitrator determines is a fair and equitable resolution of the dispute.
 - f. Participant agrees to arbitrate all disputes and to comply with all arbitrator's decisions. If Participant does not do so, the Participant agrees to reimburse the customer for all expenses, including reasonable attorney's fees, incurred in connection with any legal action to compel arbitration or to confirm any arbitration award.
7. Fees. There are no additional fees for BBB member movers. Non-BBB mover Participants agree to pay an annual Program Participants fee to the BBB of \$200. Non-BBB mover Participants agree to pay \$25 per customer-initiated complaint and \$15 per mover-initiated complaint and \$125 per arbitration with consumers paying an arbitration participation fee of \$25.

8. Term of Agreement. The term of the Agreement shall begin upon acceptance by the BBB and shall continue until terminated in writing by either party upon 30 days written notice.

Moving Company (the Participant):		
By:		
Title:		
Date:		
Designated Contact:	Title:	Telephone:
Alternate Contact:	Title:	Telephone:
Mailing Address:		
Fax Number:		
Participant Signature:	Date:	

The designated or alternate contact shall be available during all normal working hours.

Accepted by (for the BBB:)	Date:
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**CUSTOMER CLAIM FORM
BBB MOVING DISPUTE RESOLUTION PROGRAM**

To the customer: Please complete the entire form.

<i>Customer Information</i>			
Name:			
Former Address:		New Address:	
Phone Number:		Fax Number:	
Alternate Contact:			
<i>Company Information</i>			
Name of Moving Company:			
Address:			
Phone Number:		Fax Number:	
Primary Contact at Company:		Phone Number:	
Secondary Contact at Company (if applicable):		Phone Number:	
<i>Shipment Information</i>			
Name Shipment Moved Under (if different from customer name above):			
ID # of Shipment:			
Date(s) of Pickup of Goods:			
Date(s) of Delivery of Goods:			
<i>Dispute: Briefly list items lost or damaged in move</i>			
Item	Lost	Damaged	Value
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

Describe what has happened so far in your effort to resolve the dispute?

What resolution are you seeking?

Signature: _____ Date: _____

000508

What does the industry say about a BBB program?

“Local Better Business Bureaus are effective because they are directly involved with the customers and the businesses in their own area. Their experience in solving disagreements through mediation rather than rushing to arbitration will serve our industry well. Their whole emphasis is on using arbitration as a last resort. This will help us all in preserving better customer relations.”

Bruce E. Dusenberry, Chairman

Horizon Moving Systems

(United Van Lines)

What does the industry say about a BBB program?

“Members of our association have had arbitration experience with the local (BBB) chapter and have found this process successful. . . . It is our hope that you are successful in your endeavor to provide this service on a nationwide basis.”

J. Michael Newell, Exec. VP and GM
Charlotte Van and Storage Co., Inc.
(North American Van Lines)
Charlotte, NC

What does the industry say about a BBB program?

“Please accept my endorsement in favor of the
BBB’s program over other Arbitration
Associations. . . . I feel the overall population has a
greater knowledge, trust and respect for the BBB.”

Robert Paulk, President
Paulk’s Moving and Storage
(United Van Lines)
Mobile, AL

What does the industry say about a BBB program?

“I am in favor of the Better Business Bureaus. . . . becoming agents in arbitration for our industry. . . . I am aware of the fact that the BBB has been involved in the arbitration of consumer complaints for over 20 years. I feel, therefore, that the BBB has the knowledge and expertise to handle this type of arbitration.”

Neil Carley
Carley's
(Mayflower)
Merrillville, IN

What does the industry say about a BBB program?

“I am writing to voice my support for . . . the Better Business Bureau to provide ADR for all U.S. moving companies. . . . I have been an arbitrator. . . with the Tucson BBB for 10 years. The professional and personalized manner in which complaints are handled truly represent a fast, low cost method of dispute resolution.”

Jerry B. McFarland
National Accounts Sales Manager
Kachina Moving and Storage
(Mayflower)
Tucson, AZ

What does the industry say about a BBB program?

“...the Better Business Bureau is worthy of
consideration due to the following basic points:

- The level of trust and comfort consumers enjoy with the BBB;
- The experience and objectivity your organization brings to servicing consumers and companies;
- The convenience of working with a local BBB.”

Michael W. Duffy, President
American Red Ball Transit Company
Indianapolis, IN

What does the industry say about a BBB program?

“My company has been in business since 1941 and I have been a BBB member since 1969. I currently serve on the BBB board, as did my father. . . . Considering the number of Bureau locations in this country and the system’s proven track record. . . such an (ADDR) relationship would be beneficial to my industry and the customers we serve.”

John R. Carter, President
J. J. Carter & Son Moving and Storage
(Allied Van Lines)
Louisville, KY