

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20230216-59-XXXP-MR-OTH**

Date of Decision: 05/01/2023

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	324322438	EMHU648265	01/11/23	NS 47th /UP Global 2	09/21/22	10/28/22	01/11/23	02/02/23	02/16/23

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e. and E.3.a.(2) of the UIIA. The unit outgated NS 47th (AGS facility) and ingated UP/Global 2 (AGS facility) on 10/28/2022. The Motor Carrier disputed the invoice stating that it was a cross-town move dispatched to the Motor Carrier by Norfolk Southern (NS). The Motor Carrier stated that NS provided the only outgate picture available from NS 47th (AGS) showing cuts to the Left Side Rear (LSR), and the Equipment Provider provided an ingate picture showing additional cuts to the LSR. However, the Motor Carrier states that the damage could not be seen on the outgate picture provided by the Equipment Provider due to a large black line going through the image. The Motor Carrier stated they requested additional outgate photos, but the Equipment Provider was unable to provide the photos.

The Motor Carrier believes that if the Equipment Provider would have properly sent a J2 to NS after the unit ingated UP, which the Motor Carrier states is the proper procedure/protocol for cross-town units, the proper party, NS, would have been responsible for the damages. The Motor Carrier feels they should not be responsible for distorted AGS images from the origin railroad. The Motor Carrier further states that the drivers are not permitted to document damages at AGS gates. AGS is supposed to document all damages in the "Recorded Images" taken at the time of interchange.

Therefore, the Motor Carrier believes that because the Equipment Provider was unable to provide proof of damage at time of ingate, the Equipment Provider was unable to determine if the unit was returned in the same condition when it was outgated, reasonable wear and tear excepted, pursuant to Section D.3.e. of the UIIA. Therefore, the Motor Carrier believes it is not responsible for the charges on the invoice.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating that the unit outgated from Union Pacific on September 21, 2022 at 19:09 (7:09 pm) from Global 1 with no damage to the left side of the container. The unit ingated on October 28, 2022 at 13:47 (1:47 pm) to Global 2 with visible cuts to the panel. The photo provided to the Equipment Provider from the Motor Carrier does not have a date, time, or location on the photo and there is no damage visible to the container. The Equipment Provider stated that they cannot issue a J2 to NS when the photo provided to Union Pacific does not show any damage to the container and does not have a date, time, or location on the image. The Motor Carrier interchanged the container to the Equipment Provider with damages outside of normal wear and tear conditions with no proof of it being pre-existing. Therefore, the Equipment Provider stands by its decision that the Motor Carrier has not provided documentation showing the damage was pre-existing, therefore the invoice is valid.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel based its decision on Section D.2.d. of the UIIA. The panel believes and has decided that the AGS technology did not allow for observable damage and the outgate image provided was inadequate. The outgate image was distorted and the words "Damage is captured on Recorded Images" was not indicated on the interchange receipt. Section D.2.d. of the UIIA states "If Recorded Images are taken at the time of Interchange, Damage will not be reported on ingate or outgate EIR. The words "Damage is captured on Recorded Images" will be printed on the Equipment Interchange Receipt." Since the outgate image was inadequate, the panel finds in favor of the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (July 20, 2022) to make its decision:

Section D.2. Equipment Interchange Receipts, Item D.2.a.

- a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

Section D.2. Equipment Interchange Receipts, Item D.2.d.

- d. If Recorded Images are taken at the time of Interchange, Damage will not be reported on ingate or outgate EIR. The words "Damage is captured on Recorded Images" will be printed on the Equipment Interchange Receipt. All such Recorded Images will be made available for each Party for a period of 1 year from Interchange without charge. **[Revised 11/12/12]**

Section D.3. Equipment Condition, Item D.3.e.

- e. Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

Section E.3. Damage to Equipment, Item E.3.a.(2)

2) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of a gate transaction using Recorded Images such documentation must include images depicting the condition of the Equipment at the time of that Interchange. **[Revised 10/01/18]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Section D.2.d. The Motor Carrier is not responsible for payment of the damage repair invoice in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

STEVEN CHAVEZ
Rail Panel Member