

## DISPUTE RESOLUTION PANEL REVIEW AND DECISION

Date of Decision: August 16, 2013

DAVE DALY  
Ocean Carrier Member

**Exhibit A to UIIA**

As referenced in Sections D.3.a.1 and F.4.b.

**(Added to UIIA 1/17/08)**

The following list sets forth those items, which the Motor Carrier has responsibility for visually or audibly checking prior to use of the Equipment:

1. Chassis Twist Locks and Safety Latches – (Check that twist locks and safety latches are engaged and properly secured.)
2. Slider Pins – (Check that slider pins are engaged for all sliding chassis.)
3. Bolsters (Check that bolsters are not bent and the container can be secured properly.)
4. Landing Legs (Check that Landing legs are in 90 degree position and they move up and down properly.)
5. Sand Shoes (Check that sand shoes or dolly wheels are attached to landing legs and secure.)
6. Crank Handles (Check that handle is attached, secure and operable to move landing legs up and down.)
7. Mud Flaps – (Check that mud flaps are whole and properly secured.)
8. Tires (Check that the following conditions are **not** present.)
  - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
  - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
  - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
  - d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.
9. Rims (Check that rims are not cracked and/or bent.)
10. Rear Underride Guard (“ICC Bumper”) (Check that Guard is in place and not bent under the frame.)
11. Electrical Wiring/Lights – (Check that lights are in working order.)
12. Reflectors/Conspicuity Treatments (Check for reflector lenses and presence of conspicuity tape or bar on the 3 visual sides of the chassis.)
13. Brake Lines, Including Air Hoses and Glad Hands – (Check for audible air leaks and proper pressurization only.)
14. Current License Plate (Check to see that it is affixed to equipment.)
15. Proper Display of Hazardous Cargo Placards, In Accordance with Shipping Papers
16. Display of Current Non-expired Federal Placards or Stickers (Check to see that it is affixed to equipment.)

The foregoing list does not include latent defects unless caused by or resulting from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors or subcontractors during the Interchange Period. The foregoing list is without limitation of any federal or state legal requirements applicable to Motor Carrier with respect to use or operation of Equipment. **[Revised 1/17/05]**

# UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

## DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between )  
)  
)  
UIIA Motor Carrier ) Case Number: **20150519-5-XXE-MR-OTH**  
Appellant, and )  
)  
UIIA Equipment Provider, ) Date of Decision: 09/01/2015  
Respondent )

---

**The motor carrier disputes the following invoice:**

Invoice #	Inv. Date	Amount	Facility Outgate/ Ingate	Outgated	Ingated
3JD5870	04/27/15	\$00.00	CSX S. Kearny/CSX S. Kearny	03/11/15	03/13/15

### MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is that the Equipment Provider is billing for pre-existing damage that could have occurred on the Equipment Provider's facility during the scope of chaining or stacking bare chassis for movement. The Motor Carrier states that the images that were provided show rust marks in that area as if the axle had been chained up, which would indicate pre-existing damage. The Motor Carrier believes that Exhibit A of the UIIA sets forth the items that are the Motor Carrier's responsibility to visually and audibly check prior to the use of the equipment, but has no mention of checking between the frame rails to inspect the inside of the frame for issues. The Motor Carrier is aware that no damage was noted when the equipment was out-gated. However, the issue could not have been seen unless the driver went underneath the unit during its pre-trip inspection, something that they are not allowed to do at time of interchange. The Motor Carrier believes that the pictures show that the unit had been in this condition for some time, more than during its interchange period. The Motor Carrier noted that it returned the unit in the same condition it was received in accordance with Section D.3.d. The Motor Carrier is basing its dispute on Section D.3.d. & Exhibit A of the UIIA.

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

The Equipment Provider believes the invoice is valid as billed. The outbound Motor Carrier was rebilled the cost for a damaged sub-frame assembly, which is supported by Sections D.2.a., D.3.a.(1), D.3.d. and E.3.a.(1) of the UIIA. The Motor Carrier had the opportunity to fully inspect the unit for damage prior to departing the terminal. Further, no damage was reported at the time of out-gate.

The Motor Carrier states that the damage occurred as a result of chaining or stacking of the chassis on the terminal. This is an assumption by the Motor Carrier with no evidence to support. The chassis sub-frame had "accordion" damage, which is indicative of the slider assembly being adjusted in an abrupt manner against the frame stops. Sliders are adjusted by drivers only. Neither EP nor vendor personnel adjust slider assemblies on our terminals. Damage of this type cannot happen during a stacking or unstacking event or normal terminal operations.

### DISCUSSION:

The Motor Carrier's position is that it is not responsible for the following reasons: 1) the damage was pre-existing; and 2) the damage was not visible and could have not been inspected during the pre-trip inspection as prescribed under Exhibit A of the UIIA. As a result, the Motor Carrier was not able to report the damage at the time of out-gate.

The Equipment Provider states that if the damage was pre-existing the Motor Carrier had the opportunity to report the damage and have it noted on the EIR at the time of out-gate. Since the unit out-gated with no damage noted and in-gated with the sub-frame damage, the Motor Carrier is responsible for the invoice as billed.

**DECISION:**

The panel reviewed all documents and evidence submitted by the parties. The panel has reached a split decision in this case. Under provision D.3.a of the UIIA, the Equipment Provider must meet its obligation to provide the Motor Carrier with an equipment that complies with the federal motor carrier safety regulations. The images provided show evidence of dirt/dust, flaking paint, and rust buildup and thereby demonstrate that the damage pre-existed prior to out-gate. However, the panel also finds that the Motor Carrier failed its obligations under D.3.a 1) and D.2.a of the UIIA. At the time of out-gate the Motor Carrier's driver had the obligation to do a pre-trip inspection and report and record the damage before out-gating the equipment. Consequently, the panel finds that both parties are at fault and assigns 50% of the invoice to the Motor Carrier and has the Equipment Provider waive the remaining 50% of invoice no. 3JD5870.

**UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:**

The panel relied upon the following provisions from the UIIA (January 26, 2015) to make its decision:

D. Equipment Interchange....3. Equipment Condition

a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

**DECISION:** The panel unanimously finds as follows:

Invoice #	Amount	MC Owed Amount	EP Waived Amount
3JD5870	\$00.00	\$00.00	\$00.00

**CASE REVIEWED AND DECIDED BY:**

JEFF LANG  
Motor Carrier Member

CLIFF CREECH  
Rail Carrier Member

## UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT DISPUTE RESOLUTION PANEL REVIEW AND DECISION

UIIA MC,  
Appellant, and  
UIIA EP,  
Respondent

)
)
)
)
)
)
)
)
)

Date of Decision: 08/22/17

**THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:**

Inv. #	Invoice	Inv. Date	Facility	Outgated	Ingated	Date MC stated they rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute
1	8300042036	7/5/17	Detroit Intermodal Terminal/CPG Detroit	5/2/17	5/2/17	7/25/17	7/25/17	7/26/17

**MOTOR CARRIER'S BASIS OF DISPUTE:**

The Motor Carrier's basis of dispute is D.3.d.(3) and Exhibits A and C of the UIIA. The Motor Carrier is being billed for damage to container floor. The Motor Carrier indicates that container was outgated as a sealed load with no damage noted on the outbound TIR. The Motor Carrier noted that because this was a sealed load there was no way for them to inspect the condition of the floor at the time of interchange when unit was outgated. In addition, the Motor Carrier argues that Exhibit A of the UIIA, which lists the items that the Motor Carrier is to visually or audibly check prior to accepting equipment for interchange does not identify the condition of the container floor and/or cross members as items that the Motor Carrier is responsible for checking. Exhibit C of the UIIA that identifies items that the Motor Carrier is responsible for during the interchange period also does not mention the container floor. The Motor Carrier references prior DRP case decisions where charges related to damage to the floor of a sealed container were found in favor of the Motor Carrier since there is no way for the Motor Carrier to inspect the inside of the container at the time of outgate interchange. Consequently, the Motor Carrier believes this condition is a result of wear and tear and not their responsibility.

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

The Equipment Provider did not provide any additional comments that disputed that the prior binding arbitration case decision involving this similar issue was not applicable to this claim. The Equipment Provider did respond to the Motor Carrier's initial dispute of the charges stating that Exhibit B of the UIIA states that repairs made to any item on this list that are result of damage and not wear and tear are the responsibility of the Motor Carrier. Floor and decking are shown as an item in Exhibit B. Therefore, the Equipment Provider denied the Motor Carrier's initial dispute of the charges and indicated invoice was valid.

## **DISCUSSION:**

IANA staff reviewed all documents and evidence submitted by the Moving Party and it was determined that this issue had already been addressed and resolved in a prior arbitration decision that was rendered by the arbitration panel on case 20150414-4-XXXC-MR-OTH. Therefore, in accordance with Exhibit D, Item 8. of the UIIA, if it is determined that the submitted claim has already been addressed and resolved in a prior arbitration decision, then both the Moving and Responding Parties will be provided with the precedent set forth in the former decision and advised that this decision will apply to the submitted claim.

Therefore, both the Moving and Responding Parties were provided with the prior case decision and were advised that the decision applied to the current claim submitted by the Moving Party. Both parties were provided 10 days to submit additional information as to why the precedent decision did not apply to this claim or was in conflict with the Agreement. No additional comments were received within the 10-day period so the prior case decision is applied to this case and found in favor of the Moving Party.

At the time of outgate, the container was sealed so the Motor Carrier had no opportunity to inspect the container floor. Consequently, there is no supporting evidence that confirms that the Motor Carrier is responsible for the damages as required under Section E.3.a.(1) of the UIIA. In addition, Section D.3.d, states that the Motor Carrier is responsible to return the equipment to the Equipment Provider in the same condition reasonable wear and tear excepted. Since the Motor Carrier had no opportunity to inspect the floor of the sealed container then there is no evidence to support that the condition billed was not associated with normal and wear and tear versus damage.

## **DECISION:**

### **UIIA PROVISIONS PRIOR AND CURRENT CASE DECISIONS BASED ON:**

- D. Equipment Interchange.....3. Equipment Condition
  - d. Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted.

E. Equipment Use

3. Damage to Equipment

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
  - 1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**





## DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member noted that the Motor Carrier raised two issues regarding the charges being disputed in this case: 1) The first is that the Equipment Provider did not bill them within the time frame required by the UIIA; and 2) The second issue is that the damage was noted on the outgate interchange, and represents old damage.

As to issue 1, the Motor Carrier panel member stated that it is clear from the documentation that the Equipment Provider did invoice the Motor Carrier within the time frame required by the UIIA and noted that the Equipment Provider provided copies of the email messages sent to the Motor Carrier on May 25, 2017. The email addresses were confirmed. The Ocean Carrier panel member agreed that invoicing was timely in accordance with the Agreement.

As to Issue 2, the Ocean Carrier panel member argued in favor of the Equipment Provider stating that his position is not about specificity, but rather alignment based on the following observations regarding the interchange documentation:

The outgate has three codes	The ingate has three codes
1. Right Side Panel Bent – Usable 2. Left Side Panel Bent – Usable 3. Front Panel Bent - Usable	A. Left Whole/Panel Assembly/Bent B. Front Whole/Panel Assembly Bent C. Front Whole/Corner Post Assembly/Bent

The Ocean Carrier panel member in comparison of the outgate and ingate interchange documents noted that if A on the ingate EIR aligns with 2 (Left Side Panel Bent – Usable vs. Left Whole/Panel Assembly/Bent) on the outgate EIR and B on the ingate aligns with 3 on the outgate (Front Panel Bent – Usable vs. Front Whole/Panel Assembly/Bent), then these are quite similar in their specificity. The Ocean Carrier indicated that the fact that the entries left, which are 1 on the outgate EIR and C on the ingate EIR, which reads “Right Side Panel Bent – Usable and Front Whole/Corner Post Assembly/Bent” respectively does not add up, but not because one document is overly generic. Both contain specific information as to where the damage was found. Interchanges are typically clear in delineating between panels and corner posts. The Ocean Carrier panel member indicated that the Agreement states that the Equipment Provider must document damage invoices with evidence, which has been done in this case. The Motor Carrier panel member agreed with this assessment also finding in favor of the Equipment Provider.

## UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

### D. Equipment Interchange

#### 2. Equipment Interchange Receipts

- 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]**

3. Equipment Condition

a. Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.

1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

d. 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]**

1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**

2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

**E. Equipment Use**

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1) 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 AGS gate the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

c. Parties shall invoice repair costs no later than the following timeframes: If Parties are not invoiced within the established timeframes, the right of the Invoicing Party to recover such charges will be lost: **[Revised 01/26/15]**

1) Standard Gate System (manned) or Interchange between Motor Carriers: Invoices for repair of Damages must be issued no later than 165 calendar days from the date of Interchange at the time the Damage was documented. **[Revised 06/13/16]**

- 2) AGS Gate System (unmanned): Invoices for repair of Damages must be issued no later than 120 calendar days from the date of Interchange at the time the Damage was documented.
- 3) Invoices for repairs made during the Interchange Period must be issued no later than 90 calendar days from the date of the repair. Provider may, in its Addendum, adopt a shorter billing timeframe, which is no less than 45 days, and applies to both the Motor Carrier and Provider. **[Revised 01/26/15]**
- 4) The above timeframes shall not apply with respect to any Equipment that has been placed on hold at the request of any of the Parties because the Equipment was involved in an incident that could give rise to a claim or litigation. The applicable timeframe shall begin to run from the date on which all Parties agree to release the Equipment for repair. In the event that the circumstances referred to in this situation arise and a hold is placed by Provider, upon receiving notice of the damage, the Provider will give notice to the interchanging MC that such damages have occurred and that a hold has been placed on the repair. Failure to give such notice within 45 days of the Equipment being placed on hold will void the right of the Provider to invoice for such repairs. **[Revised 08/26/13]**

**DECISION:** The panel unanimously finds in favor of the Equipment Provider.

**CASE REVIEWED AND DECIDED BY:**

FRED HUENNEKENS  
Motor Carrier Member

ROBERT CANNIZZARO  
Ocean Carrier Member



later. The Motor Carrier also stated that the tread depth cannot be determined from the images provided. Therefore, the Motor Carrier feels they should not be held liable for this tire replacement

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

The Equipment Provider responded to the claim stating that after their review of both invoices, it believes that the Motor Carrier is responsible for damages in both cases. Under the UIIA, the outgates provided in both were clean. The ingates in both show damage. It is completely irrelevant if it was a cross-town move. The Motor Carrier attempted to point towards AAR billing between railroads. That is also irrelevant under the UIIA. No where in the UIIA does it point towards an extrinsic agreement between other parties. This invoice, and this damage is subject to the UIIA. There is no J2 billing process under the UIIA. The Equipment Provider added that had the Motor Carrier provided definitive proof that this damage was pre-existing, then the invoice would be removed from the Motor Carrier's account. Consequently, the Equipment Provider believes charges are valid as billed.

#### **DECISION:**

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member stated that a part of the dispute raised by the Motor Carrier is that these were cross-town moves and any damage should be considered normal wear and tear. The UIIA does not include any exceptions from reporting damage prior to interchange based on the type of movement involving the equipment. The fact that these were cross-town moves is not material to the damage issue involving either disputed invoice. In addition, the Motor Carrier panel member noted:

- INVOICE #1 - HGIU 504372/TSFZ 568814 - There is no damage listed on the outgate interchange from NS. The Equipment Provider provided an ingate image of the LIF tire that shows something may have punctured the tread when the equipment was returned to UP Global 4. The Equipment Provider provided a post ingate close up image of the tire that clearly shows a bolt has punctured the tread in the same location as the damage visible on the ingate image.
- Section 7.A paragraph 3 of the Equipment Provider's Addendum to the UIIA provides that any damage discovered after the equipment is interchanged will be considered the responsibility of the Motor Carrier provided the damage was captured on an AGS image at the time of interchange. The AGS images and post interchange image supplied by the Equipment Provider meet the requirement of UIIA Section E.3.(a) and UP Addendum Section 7.A.
- The Motor Carrier panel member also noted that circumstances regarding this invoice are similar to the decision reached in Case 20161125-15-DNNH-MR-OTH-UP.
- INVOICE #2 - HGIU 509624/NSFZ 131131 - There is no damage listed on the outgate interchange from NS. The Equipment Provider provided ingate images of the LOF tire that shows the side wall of the tire was cut. The AGS images supplied by the Equipment Provider meet the requirement of UIIA Section E.3.(a).

The Rail Carrier panel member agreed with the finding for the Equipment Provider adding:

- Invoice 1 - TSFZ 568814 – There was no outgate damage notated and clear damage (bolt in tread) on ingate photos. Combined with the repair picture, the bolt location was exactly the same as in the ingate photos.
- Invoice 2 - NSFZ 131131 - There was no outgate damage notated and clear damage (cut in tire) on ingate photo.

## **UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:**

The panel relied upon the following provisions from the UIIA (January 1, 2017) to make its decision:

### **EQUIPMENT PROVIDERS ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT**

#### **7. EQUIPMENT INTERCHANGE RECEIPTS: GATE INSPECTIONS.**

- A. At time of ingate, EP's gatehouse operator will document the time of Interchange and other information on EP's J-1 report or in an electronic data format, including, if applicable, any Equipment damage noted by the gatehouse operator. When the gatehouse operator has completed the inspection, the gatehouse operator will give the J-1, or a similar receipt to the Motor Carrier's driver. If a J-1 report is used, both the gatehouse operator and the Motor Carrier's driver will sign the J-1. If, however, a receipt from an electronic data format is prepared, neither the gatehouse operator nor the Motor Carrier's driver will sign the receipt that is given to the Motor Carrier's driver. The J-1 report or the printed receipt from an electronic device will serve as the "Equipment Interchange Receipt".

At a manual gate, any damage to Equipment discovered by EP's gatehouse operator will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of ingate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior outgate EIR or outgate Recorded Image provides a copy of this documentation identifying the damage discovered by UPRR's gate house operator.

At an AGS gate, any damage to Equipment discovered by EP's gatehouse operator or brought to EP's later attention, including but not limited to any subsequent inspection by EP or another railroad, will be presumed to have been caused by the Motor Carrier that Interchanged the Equipment to EP at the time of ingate and the Motor Carrier will be liable for all such damage unless the Party with access to the prior outgate EIR or outgate Recorded Image provides a copy of this documentation identifying the damage discovered by EP's gatehouse operator or brought to UPRR's later attention. The damage brought to EP's later attention must be captured on an AGS image.

#### **D. Equipment Interchange**

2. Equipment Interchange Receipts

- 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]**
- c. 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]**

3. Equipment Condition

- a. Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.
  - 1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**
- d. 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]**
  - 1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**
  - 2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

E. Equipment Use

4. Tires

- a. Repair of Damage to tires during Motor Carrier's possession is the sole responsibility of Motor Carrier, based on prevailing reasonable and customary repair costs and equipment use. **[Revised 09/01/09]**

Exhibit C to UIIA

## Motor Carrier Responsibility During the Interchange Period

### Tires

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4"

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

**DECISION:** The panel unanimously finds in favor of the Equipment Provider.

### **CASE REVIEWED AND DECIDED BY:**

FRED HUENNEKENS  
Motor Carrier Member

TIM WILLIAMS  
Rail Carrier Member





## DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member commented that it is not clear from the information in the case file that the Motor Carrier understood the repair charge being billed to them by the Equipment Provider on invoice 289464926, but also noted that their dispute isn't really applicable to the damage being billed. The Motor Carrier panel member further stated:

- There is no damage listed on the outgate interchange from City of Industry, CA.
- The Motor Carrier referenced a bent landing gear in their dispute of the charges billed by the Equipment Provider on invoice 289464926, but the damage actually being billed is related to a bent under ride guard.
- The Equipment Provider has provided an ingate image that clearly shows the ICC bumper is bent more than the 3". This meets the requirement of UIIA Section E.3. (a)(1).

The Rail Carrier panel member agreed stating that there was no damages reported on outgate, but clear damage on ingate on bumper, meeting all requirements of UIIA.

## UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

### D. Equipment Interchange

#### 2. Equipment Interchange Receipts

- 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]**

#### 3. Equipment Condition

- a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with

interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

**E. Equipment Use**

**3. Damage to Equipment**

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
  - 1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier. **[Revised 09/01/09]**

**Exhibit C to UIIA**

Motor Carrier Responsibility During the Interchange Period

**Bent ( where proper operation or function of unit is impaired)**

Metal door, gate, sheet, post, crossmember, brace or support  
DOT Under Ride Guard

**DECISION:** The panel unanimously finds in favor of the Equipment Provider.

**CASE REVIEWED AND DECIDED BY:**

FRED HUENNEKENS  
Motor Carrier Member

TIM WILLIAMS  
Rail Carrier Member



- After customer completed the unloading of cargo, the remaining portion of the container floor continued to breakdown. Motor Carrier returned to the container to the Equipment Provider as instructed.

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

The Equipment Provider responded to the Motor Carrier's dispute stating that it is clear negligence on the Motor Carrier's part for not protecting the equipment while in the Motor Carrier's possession. Section D.3.d. of the UIIA states, "Motor Carrier will return the Equipment to the Provider in the same condition, reasonable Wear and Tear excepted". Equipment Provider believes that this was not a case of normal wear and tear & that the Motor Carrier is responsible for the invoice.

#### **DECISION:**

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier. The Motor Carrier panel member indicated that the Motor Carrier was unable to inspect the interior of the container at the time of outgate because the container was sealed. Consequently, the Motor Carrier had no way to report any interior damage at the time of outgate. The Ocean Carrier panel member also finds in favor of the Motor Carrier noting that the container was sealed; therefore, the Motor Carrier could not perform an inspection of the floor at the time of outgate.

#### **UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:**

The panel relied upon the following provisions from the UIIA (January 1, 2018) to make its decision:

##### **D. Equipment Interchange**

##### **2. Equipment Interchange Receipts**

- 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.

##### **3. Equipment Condition**

- a. Warranty: **WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

- d. 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]**
  - 1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**

#### **E. Equipment Use**

##### **3. Damage to Equipment**

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

#### **EXHIBIT A TO UIIA**

As referenced in Sections D.3.a.1 and F.4.b. **(Added to UIIA 1/17/08)**

The following list sets forth those items, which the Motor Carrier has responsibility for visually or audibly checking prior to use of the Equipment:

- 1. Chassis Twist Locks and Safety Latches – (Check that twist locks and safety latches are engaged and properly secured.)
- 2. Slider Pins – (Check that slider pins are engaged for all sliding chassis.)
- 3. Bolsters (Check that bolsters are not bent and the container can be secured properly.)
- 4. Landing Legs (Check that Landing legs are in 90 degree position and they move up and down properly.)
- 5. Sand Shoes (Check that sand shoes or dolly wheels are attached to landing legs and secure.)
- 6. Crank Handles (Check that handle is attached, secure and operable to move landing legs up and down.)
- 7. Mud Flaps – (Check that mud flaps are whole and properly secured.)
- 8. Tires (Check that the following conditions are **not** present.)
  - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
  - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
  - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)

- d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.
- 9. Rims (Check that rims are not cracked and/or bent.)
- 10. Rear Underride Guard ("ICC Bumper") (Check that Guard is in place and not bent under the frame.)
- 11. Electrical Wiring/Lights – (Check that lights are in working order.)
- 12. Reflectors/Conspicuity Treatments (Check for reflector lenses and presence of conspicuity tape or bar on the 3 visual sides of the chassis.)
- 13. Brake Lines, Including Air Hoses and Glad Hands – (Check for audible air leaks and proper pressurization only.)
- 14. Current License Plate (Check to see that it is affixed to equipment.)
- 15. Proper Display of Hazardous Cargo Placards, In Accordance with Shipping Papers
- 16. Display of Current Non-expired Federal Placards or Stickers (Check to see that it is affixed to equipment.)

The foregoing list does not include latent defects unless caused by or resulting from the negligent or intentional acts or omissions of the Motor Carrier, its agents, employees, vendors or subcontractors during the Interchange Period. The foregoing list is without imitation of any federal or state legal requirements applicable to Motor Carrier with respect to use or operation of Equipment. **[Revised 1/17/05]**

#### **EXHIBIT C TO UIIA (Added to UIIA on 07/25/07, Last Revised 09/19/16)**

Motor Carrier Responsibility During the Interchange Period

##### **Tires**

Tire has body ply or belt material exposed through the tread or sidewall

Tire shoulder and/or tread cut/punctured through one or more plies of fabric when such injury is larger than 1/4".

Slid Flat Damage to tire and/or tube - removal of tread or rubber to 2/32 inches of remaining tread depth or less in the affected area (flat spot) while the remaining unaffected tread depth is more than 4/32 inches.

Run Flat damage to tire and/or tube

Missing Tire, tube or rim

##### **Removable Items**

Missing chains, binders and cables

Missing tarpaulins and securements

Missing tarpaulins bows  
Missing rear header bar  
Missing bulkhead

**Cut or Torn (through the thickness of metal)**

Metal door, gate, sheet, post, crossmember, brace or support  
DOT Under Ride Guard

**Bent (where proper operation or function of unit is impaired)**

Metal door, gate, sheet, post, crossmember, brace or support  
DOT Under Ride Guard

**Missing Items**

DOT Under Ride Guard  
Door or Gate  
Removable side or section  
Refrigeration unit parts

**Interior**

Interior not free of dunnage, bracing and/or debris  
Contamination

**Other**

Correction of temporary repairs

**Citations**

Citations may be rebilled from the owner to the user of the equipment

The foregoing list does not include Defects as defined in Section B, Definitions of Terms.

**DECISION:** The panel unanimously finds in favor of the Motor Carrier.



**CASE REVIEWED AND DECIDED BY:**

KEVIN LHOTAK  
Motor Carrier Member

JIM MICHALSKI  
Ocean Carrier Member



## DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member commented that it is not clear from the information in the case file that the Motor Carrier understood the repair charge being billed to them by the Equipment Provider on invoice 289464926, but also noted that their dispute isn't really applicable to the damage being billed. The Motor Carrier panel member further stated:

- There is no damage listed on the outgate interchange from City of Industry, CA.
- The Motor Carrier referenced a bent landing gear in their dispute of the charges billed by the Equipment Provider on invoice 289464926, but the damage actually being billed is related to a bent under ride guard.
- The Equipment Provider has provided an ingate image that clearly shows the ICC bumper is bent more than the 3". This meets the requirement of UIIA Section E.3. (a)(1).

The Rail Carrier panel member agreed stating that there was no damages reported on outgate, but clear damage on ingate on bumper, meeting all requirements of UIIA.

## UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

### D. Equipment Interchange

#### 2. Equipment Interchange Receipts

- 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]**

#### 3. Equipment Condition

- a. **Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.**

- 1) Motor Carriers will conduct a pre-trip inspection prior to departing with

interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

**E. Equipment Use**

**3. Damage to Equipment**

- a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**
  - 1) 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 AGS gate transactions such documentation must include images depicting the condition of the Equipment at the time the Motor Carrier. **[Revised 09/01/09]**

**Exhibit C to UIIA**

Motor Carrier Responsibility During the Interchange Period

**Bent ( where proper operation or function of unit is impaired)**

Metal door, gate, sheet, post, crossmember, brace or support  
DOT Under Ride Guard

**DECISION:** The panel unanimously finds in favor of the Equipment Provider.

**CASE REVIEWED AND DECIDED BY:**

FRED HUENNEKENS  
Motor Carrier Member

TIM WILLIAMS  
Rail Carrier Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT  
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20220422-50-XXXP-MR-TR**

Date of Decision: 10/20/2022

---

**THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:**

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	318677628	DDRZ 601727	03/08/22	CP Schiller Park / UP Global 2	01/08/22	01/08/22	03/08/22	03/14/22	04/08/22	04/22/22

**MOTOR CARRIER'S BASIS OF DISPUTE:**

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e. and E.3.a.(2) of the UIIA. The Motor Carrier disputed the invoice stating that it was a cross-town move dispatched to the Motor Carrier by CP Rail (CP). The unit out-gated at the CP Schiller Park (non-AGS gate facility) and in-gated at the UP/Global 2 (AGS gate facility) on 01/08/2022. The Motor Carrier stated that the Equipment Provider did not provide the in-gate AGS image at UP/Global 2 showing the damages claimed. Therefore, the Motor Carrier believes that because the Equipment Provider was unable to provide proof of damage at time of ingate they would be 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 did not respond to the DRP submission, but it did respond to the Motor Carrier's initial dispute stating the Motor Carrier is to send the J2 showing the damage previously documented to [intermodalbilling@up.com](mailto:intermodalbilling@up.com).

## **DISCUSSION:**

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel's opinion is that the Equipment Provider did not provide proof of damage to the unit at the time of interchange to the UPRR. The Motor Carrier provided screenshots showing that the AGS gate images provided by the Equipment Provider were not available.

The Rail panel member noted that if this is a cross-town move, the Equipment Provider should seek a J2 and rebill CP Rail for the damage. The Equipment Provider does not take possession of the unit until the time of interchange and if the damage occurred prior to ingate, then the unit would still be under the possession of CP. The CP at that point would be responsible to determine if damage was pre-existing or happened after outgate and rebill the appropriate party.

The Equipment Provider did not respond to this DRP submission, but in an earlier response to the Motor Carrier, the Equipment Provider stated that the Motor Carrier is responsible for supplying previous interchanges showing that the damage was pre-existing. However, the Motor Carrier panel member indicated it is not the responsibility of the Motor Carrier to provide that information under the UIIA. Without any additional information from the Equipment Provider, the panel finds that the Equipment Provider did not meet the requirements of Section E.3.a.(2) of the UIIA. Therefore, 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 (April 23, 2021) to make its decision:**

### **Section D.2. Equipment Interchange Receipts, Item D.2.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.3.e. Equipment Condition**

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)**

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. The Motor Carrier is not responsible for the repair of the pre-existing damage and the repair invoice in the amount of \$00.00.

**CASE REVIEWED AND DECIDED BY:**

CHRIS GILTZ  
Motor Carrier Panel Member

TIM MOORE  
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT  
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20220712-XXX53-P-MR-OTH**

Date of Decision: 10/20/2022

---

**THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:**

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	320121334	NSPZ 144075	05/25/22	CP Rail / UP Global 2	02/28/22	02/28/22	05/25/22	06/2/22	06/27/22	07/12/22

**MOTOR CARRIER'S BASIS OF DISPUTE:**

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e., and E.3.a.(2) of the UIIA. The Motor Carrier disputed the invoice stating that the unit out-gated at the CP/Schiller Park (non-AGS facility) and in-gated at UP/Global 2 (AGS facility) on 02/28/2022. The Motor Carrier stated that the Equipment Provider originally did not provide the ingate AGS image at UP/Global 2 showing damages so the Motor Carrier disputed the invoice stating that the invoice is not in accordance with UIIA rules. The Motor Carrier stated that the Equipment Provider denied the dispute and attached a blown up AGS image of just the chassis leg. The Motor Carrier claims that the image is too dark to see any kind of damage to the chassis leg or the RSC main frame. The Motor Carrier also stated that the Equipment Provider's website showed "no available images" of damage to the unit. Therefore, the Motor Carrier believes that the unit was taken out and brought back in the same condition, reasonable wear and tear excepted, and they are not responsible for the damage repairs.



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

The Equipment Provider did not respond to the DRP submission, but it did respond to the Motor Carrier's initial dispute providing the Motor Carrier with a copy of the AGS image & repair photos.

## **DISCUSSION:**

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel concurs that there is no damage to the chassis leg noted on the outgate of the unit. However, the additional AGS image provided to the panel by the Equipment Provider does show the right leg bent in the backward position which supports the Equipment Provider's invoice. If it was pre-existing damage, it would have been easily visible by the driver doing a proper pre-trip inspection and the damage corrected prior to outgate or noted on the outgate interchange receipt. Without proof of damage when the unit was picked up, it can only be assumed the damage occurred after it departed the CP Rail gate. For these reasons, the panel finds in favor of the Equipment Provider.

The Motor Carrier panel member points out that the Equipment Provider should be notified that there appears to be some type of system issue. The image the Equipment Provider provided to the Motor Carrier was different from what was provided to the arbitration panel when requested. The original image provided to the Motor Carrier was not valid for the purposes of backing up their damage claim. The Equipment Provider should resolve this issue as it relates to future billings.

## **UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:**

**The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:**

### **Section D.2. Equipment Interchange Receipts, Item D.2.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.3. Equipment Condition, Item D.3.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)**

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 Equipment Provider based on Section D.2.a. of the UIIA. The Motor Carrier is responsible for payment of the damage repair invoice in the amount of \$00.00.

**CASE REVIEWED AND DECIDED BY:**

CHRIS GILTZ  
Motor Carrier Panel Member

TIM MOORE  
Rail Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT  
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20230202-58-XXXP-MR-TR**

Date of Decision: 05/01/2023

---

**THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:**

Invoice	Invoice #	Equipment #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	324119041	LSFZ 530742	12/29/22	NS 63 <sup>rd</sup> / UP Global 2	11/25/22	11/25/22	12/29/22	01/03/23	01/21/23	02/02/23

**MOTOR CARRIER'S BASIS OF DISPUTE:**

The Motor Carrier is basing its dispute on Sections D.2.a., D.3.e. and E.3.a.(2) of the UIIA. The Motor Carrier disputed invoice 324119041 stating that it was a cross-town move dispatched to the Motor Carrier by Norfolk Southern (NS). The unit outgated at NS 63<sup>rd</sup> (NON-AGS facility) and ingated at UP/Global 2 (AGS facility) on November 25, 2022. The Motor Carrier states that the Equipment Provider did not provide an ingate AGS image at UP/Global 2 showing the damages, therefore the Motor Carrier disputed the invoice stating the "bill is not in accordance with UIIA rules". The Equipment Provider denied the dispute stating that the attached photos showed damage on ingate, however, the Motor Carrier stated that the Equipment Provider did not attach any photos to review said damage. The Motor Carrier stated that the unit was taken out and brought back in the same condition, reasonable wear and tear excepted. Therefore, the Motor Carrier believes that because the Equipment Provider was unable to provide proof of damage at the time of ingate, the Motor Carrier was unable to determine if the unit was returned in the same condition as 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 damage charges on the invoice.

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

The Equipment Provider responded to the claim agreeing with the Motor Carrier that it appeared that the Equipment Provider's system failed to attach the AGS images to the invoice. The Equipment Provider furnished the images as part of its response to the arbitration claim and advised the Motor Carrier that they escalated the issue to their IT department to investigate why the image upload failed and would confirm the outcome of the investigation once received. However, the Equipment Provider did not provide results of why the image upload failed. The Equipment Provider stated that they provided the email address to the Motor Carrier in the dispute denial comment advising where evidence of pre-existing damage could be sent for the Equipment Provider to review. However, the Equipment Provider stated it did not receive any emails from the Motor Carrier providing evidence that the damage was pre-existing. The Equipment Provider also stated it did not receive any emails from the Motor Carrier advising them that the supporting documentation was not attached to the invoice. The Equipment Provider believes they could have been advised via email, and the technical issue could have been investigated at the time of the Motor Carrier's request. The Equipment Provider noted that in reviewing the documentation provided by the Motor Carrier, it does not appear that the driver noted any damage on the outgate J1 from NS Chicago 63<sup>rd</sup> Street ramp on 11/25/2022, therefore a J2 would not be applicable.

## **DISCUSSION:**

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the panel believes the Motor Carrier is responsible for the damage as the ingate photo clearly shows a huge cut on the ROF tire. The NS gate receipt outgate states at the bottom of the form that the "Driver certifies that he/she has completed a pre-trip inspection of the chassis/trailer in accordance with 49 CFR 392.7 and the Uniform Intermodal Interchange Agreement and found it to be in good working order." Based on the ingate photo, it is difficult for a driver to miss such a big cut on an outside tire.

The Motor Carrier is disputing the invoice based upon not receiving the photos within the time period allowed under Section E.3.a.(2) of the UIIA, however, the timelines for invoicing and disputes were all met. A technical issue with providing photos would not negate the invoicing and responding to a dispute in a timely manner. When notified of the issue with the links to the photo, the Equipment Provider provided a "Recorded images taken at the time of Interchange." as required under Section D.2.a. of the UIIA. The UIIA does not specify any particular time period for the recorded image to be provided. A reasonable standard applied to this dispute is that the delay in providing the image did not impact the Motor Carrier's ability to dispute the invoice. Therefore, the panel finds in favor of the Equipment Provider.

## **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.**

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.3. Equipment Condition, Item D.3.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 Equipment Provider based on Sections D.2.a. and E.3.a.(2) of the UIIA. The Motor Carrier is responsible for payment of the damage repair invoice in the amount of \$00.00.

### **CASE REVIEWED AND DECIDED BY:**

CHRIS GILTZ  
Motor Carrier Panel Member

TIM MOORE  
Rail Panel Member