

**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: 20251027-71-XXXP-MU

Date of Decision: 01/29/2026

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Inv. Date	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	00001029692	10/14/2025	10/15/2025	10/16/2025	10/16/2025	10/24/2025

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier is basing its dispute on Section H.2 and Exhibit D of the UIIA. The Motor Carrier states that BNSF mistakenly ingated an empty HMM container under the Equipment Provider's account, resulting in the Equipment Provider issuing a \$0.00 misuse invoice under Section D.4 of its UIIA Addendum. The Motor Carrier disputed the charge, noting that it has no control over rail ingates and that the Equipment Provider had not provided return instructions. The error stemmed from BNSF's fleet file incorrectly listing the unit as the Equipment Provider's equipment. HMM confirmed that no sublease charges should apply, especially as facilities move to paperless systems where container ownership is only confirmed after EDI. The container was later outgated against the Equipment Provider's booking, and HMM subleased it to the Equipment Provider, resolving the issue between the lines. The Motor Carrier maintains that since the true equipment owner is not billing the Motor Carrier, the Equipment Provider's misuse fee is unjust. Additionally, the Motor Carrier states that the dispute falls under UIIA Section H.2., which requires parties to attempt resolution before proceeding to binding arbitration.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE

The Equipment Provider did not respond to the arbitration claim; however, it did respond to the Motor Carrier's initial dispute of the charges stating that the invoice is valid. This was not the Equipment Provider's unit and was improperly returned to the Equipment Provider's account. This error was not corrected, as this unit railed to a different location under the Equipment Provider's bill of lading. The Equipment Provider was also not notified by the Motor Carrier, despite EIR confirming the Equipment Provider's inventory.

DISCUSSION

The Equipment Provider failed to comply with the requirement in UIIA Section H.2. as it did not attempt any reasonable effort to resolve this dispute.

While misuse fees are not expressly discussed in the UIIA, the lack thereof does not give the billing party unilateral authority to apply such charges at its discretion. UIIA Section E.6.e. states that a “Provider shall provide the Motor Carrier documentation as is reasonably necessary to support its invoice.” This section applies in this case, as UIIA Section E.6. refers to “Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges. In this case, no such documentation or evidence was provided by the Equipment Provider other than the invoice. On the other hand, the Motor Carrier has provided evidence showing it outgated the same container from the same facility days prior, but the facility operator interchanged the equipment under a different Equipment Provider. A Motor Carrier should not be held responsible for a facility operator error. This conclusion is further evidenced by another ocean Equipment Provider explaining the process in which containers are interchanged at the rail, further emphasizing that this is a technical issue on the facility operator’s behalf. Further, the panel finds no evidence in the file that the Equipment Provider attempted to make any reasonable effort to resolve this dispute, a requirement under H.2. of the UIIA. Accordingly, 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 (September 1, 2025) to make its decision:

E. Equipment Use, Item 6.e.

6. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges

e. Provider shall provide the Motor Carrier evidence as is reasonably necessary to support its invoice (e.g., EIRs or other electronic equivalents).
[Revised 04/28/25]

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.2.

2. Should no resolution be reached between the Parties for charges disputed within the applicable dispute resolution process, then the Parties will have the ability to submit the disputed charges for binding arbitration in accordance with Exhibit D of the Agreement. Prior to the commencement of binding arbitration, both Parties are expected to take every reasonable effort to resolve the dispute. Following the initiation of binding arbitration, the arbitration panel will determine the Party responsible for payment based on the specific facts and circumstances associated with the claim, the terms and conditions of the Agreement and the Provider’s Addendum along with the supporting documentation presented by the involved Parties.
[Revised 01/03/23]

DECISION

The panel finds in favor of the Motor Carrier for the full amount due, \$0.00.

CASE REVIEWED AND DECIDED BY

BEN BANKS

Motor Carrier Panel Member

PHILLIP SUMMERS

Ocean Carrier Panel Member