

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20211005-1-XXXC-MR**

Date of Decision: April 18, 2022

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	315079029	TSFZ 569485	08/13/2021	Global 4/47 th St. Chicago	06/21/21	06/21/21	08/28/21	09/22/21	10/01/21	10/05/21

The Motor Carrier is basing its dispute on Section E.3.a.(2) of the UIIA. The Motor Carrier received an invoice from the Equipment Provider totaling \$00.00, with job code descriptions 5685 – Dry Run (\$00.00) and 5688 Dispatch Fee (\$0.00). The Motor Carrier stated the charge was excessive based on the job code and requested back up from the EP to support the charge. The MC was provided with three generic pages with a copy of the invoice without detail from the Equipment Provider. No backup documentation was provided to justify the charges the Motor Carrier was billed. When the Motor Carrier disputed the invoice with the Equipment Provider requesting proper backup documentation, the Equipment Provider stated, “all items used in approving over the road repairs is provided with the bill as required by the UIIA, we have no other backup to provide.” However, the Motor Carrier argues that when the claim was submitted under the binding arbitration process in the UIIA, none of the evidence that the Equipment Provider provided in its response to the claim was provided to the Motor Carrier for review when they originally requested the information in its initial dispute of the invoice. Therefore, the Motor Carrier feels that the Equipment Provider did not comply with Section E.3.a.(2) of the UIIA based on the fact that the Equipment Provider did not provide sufficient supporting documentation to support the invoice when it was originally billed to the Motor Carrier. The Motor Carrier believes it is not responsible for the charges billed.

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

The Equipment Provider responded to the claim stating "Our contention is that this happened during the interchange period pursuant to UIIA F.4.a. which is below. Also, this was not a dry run as stipulated by the [Motor Carrier]".

Section F.4.a of the UIIA states:

Subject to the exceptions set forth in Subsection (b) below, Motor Carrier agrees to defend, hold harmless and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage (other than cargo loss, damage, or delay unrelated to a commercial motor vehicle accident involving the Motor Carrier or theft of the cargo during the Interchange Period), including reasonable attorney fees and costs incurred in the defense against a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, or in enforcing subsection F.4 (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises. **[Revised 10/01/18]**

The Equipment Provider added in its response to the claim "The job code Dry Run was used as there is no set job code for roadside assistance/roadside flip".

In response to the claim, the Equipment Provider provided the detailed invoice from DCLI / Wes Kochel, Inc. along with multiple photo images of the roadside flip. For these reasons, the Equipment Provider feels the damage to the chassis is the responsibility of the Motor Carrier.

DISCUSSION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence submitted, the Motor Carrier received an invoice from the Equipment Provider for a "dry run" for \$00.00. The Motor Carrier requested but did not receive clarification about the repair service and supporting documentation from the Equipment Provider for the service to the chassis. After the Motor Carrier filed the arbitration claim, the Equipment Provider clarified that the service was not a "dry run" and provided supporting documentation with a detailed invoice of the service on the chassis and photo images of the roadside flip.

The panel's opinion is that the Equipment Provider provided the required documentation under Section E.3.a.(2) of the UIIA and therefore finds the Motor Carrier shall pay the invoiced amount. However, the panel finds that this arbitration could have been avoided had the Equipment Provider provided the supporting documentation when the Motor Carrier requested it at the beginning of the dispute. Therefore, the panel finds that the Equipment Provider shall reimburse the Motor Carrier for the UIIA arbitration filing fee of \$00.00

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 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]**

Section F.4. Indemnity, Item F.4.a.

Subject to the exceptions set forth in Subsection (b) below, Motor Carrier agrees to defend, hold harmless and fully indemnify the Indemnitees (without regard to whether the Indemnitees' liability is vicarious, implied in law, or as a result of the fault or negligence of the Indemnitees), against any and all claims, suits, loss, damage or liability, for bodily injury, death and/or property damage (other than cargo loss, damage, or delay unrelated to a commercial motor vehicle accident involving the Motor Carrier or theft of the cargo during the Interchange Period), including reasonable attorney fees and costs incurred in the defense against a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, or in enforcing subsection F.4 (collectively, the "Damages"), caused by or resulting from the Motor Carrier's: use or maintenance of the Equipment during an Interchange Period; and/or presence on the Facility Operator's premises. **[Revised 10/01/18]**

DECISION:

The panel finds in favor of the Equipment Provider for the disputed charges of \$00.00. The Motor Carrier is responsible for paying the \$00.00 invoice. The Equipment Provider will reimburse the Motor Carrier for the \$00.00 arbitration filing fee since the arbitration claim could have been avoided if the proper documentation had been provided to the Motor Carrier when they initially disputed the charges.

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

GORDON GRAHAM
Rail Panel Member