



Receivable Protection Program

Operating Rules & Regulations 2025 Edition

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Foreword

The International Association of Movers (IAM) is the moving and forwarding industry's largest global trade association. With more than 2,000 members, it comprises companies that provide moving, forwarding, shipping, logistics, and related services in more than 170 countries. Since 1962, IAM has been promoting the growth and success of its members by offering programs, resources, membership protections, and unparalleled networking opportunities to enhance their businesses and their brands.

IAM is the founder and manager of the Receivable Protection Program (RPP). This document sets forth the operating rules and regulations for the RPP.

They have been approved by the IAM Executive Committee as the entity that has general supervision over the business of IAM under the IAM By-Laws..

Introduction

The IAM Receivable Protection Program (RPP) was established in 2007 originally as a process through which an IAM member in good standing could recover unpaid funds/invoices stemming from commercial shipments (U.S. Department of Defense and other U.S. Federal Government agencies were not covered) owed to them by another IAM member. This feature of the RPP is now referred to as *Unpaid Invoice Compensation or RPP Compensation*.

At its inception, the RPP was set up as an optional program by which IAM Corporate Members could participate, but it was not included as a benefit of IAM Membership.

In 2011, the RPP was expanded so that it included the *Invoice Dispute Resolution Process*, which provided IAM Governing, Core and Supplier with a step-by-step intervention procedure through which IAM Staff would attempt to facilitate the resolution of the outstanding debt. IAM Governing, Core and Supplier who did not participate in the RPP could request staff intervention through the *Invoice Dispute Resolution Process* if the debt was at least USD \$3,000. As part of this process, IAM began the monthly circulation of the *Alleged Debtor List*, which details the IAM Governing, Core and Supplier who have been alleged to not pay outstanding invoices owed to other IAM Governing, Core and Supplier. The *Invoice Dispute Resolution Process* was changed to the *Outstanding Invoice Intervention Process* in November 2018 in order to better convey the true nature of this facet of the RPP. The *Outstanding Invoice Intervention Process* may also be referred to as *RPP Intervention*.

Starting on January 1, 2015, IAM included the RPP as a benefit for all IAM Governing and Core Members. With this change, all IAM Governing and Core Members in good standing can submit unpaid debts for RPP Compensation, request IAM staff intervention if they are owed at least \$3,000 USD by another member, and receive the Alleged Debtor List each month. In addition, unpaid funds/invoices stemming from shipments for the U.S. Department of Defense or Department and other U.S. Federal Government agencies are now covered.

On January 1, 2023, IAM specified new member categories where all IAM member companies in good standing may now avail themselves of the RPP compensation benefit.

With respect to *RPP Compensation*, recovery of unpaid funds will be limited to those due from IAM member companies that have declared bankruptcy or have ceased to exist as a result of being financially insolvent or otherwise unable to continue operations. A company that ceases to exist as a result of a merger and/or acquisition by another entity is considered still liable for its debt and is not covered under the RPP. After the program matures, unpaid funds retrieval may be expanded to eliminate this limitation.

By default, IAM treats each reported invoice in a confidential manner. IAM only notifies the delinquent company if the filed by party has requested that IAM intervene.

Section I: General Program Overview and Rules

A. Official Name

The official name of the program is the IAM Receivable Protection Program (RPP).

B. Description

The RPP is an IAM program that intends to create a more secure financial environment for all IAM Corporate Members by creating a process through which an IAM Member in good standing can recover unpaid funds/invoices.

C. Definitions

Alleged Debtor

Any IAM Corporate Member who is the delinquent party in an unpaid debt owed to another IAM Corporate Member.

Unpaid Debt

One or more unpaid invoices submitted to the RPP filed by party

Unpaid Debt Status

The discrete point in the review process for the unpaid debt.¹

Filed By Party

Any IAM Corporate Member who submits an unpaid debt to the RPP

Reported Invoice

Any unpaid invoice submitted to IAM for RPP Compensation by an IAM Corporate Member

Defaulting Company

IAM Corporate Member who has filed for bankruptcy or has ceased to exist.

Fiscal Year

The one-year period IAM and the RPP use for financial reporting and budgeting²

Good Standing

No IAM Corporate Member shall be considered to be in good standing if the member is delinquent to IAM for dues or other obligations or if IAM has established that the member is no longer creditworthy as established under the <u>IAM By-Laws</u>.

IAM Issue Resolution System (IIRS)

An online system that allows IAM Member Companies to report trade disputes amongst members including alleged unpaid debts, Upon request from the filed by party, the IIRS commences an automated intervention process that enables a 30-day self-resolution period amongst the parties involved.

¹ An unpaid debt status may be but is not limited to "pending staff review", "denied", "approved", etc.

² IAM and the RPP operate its fiscal year from January 1 to December 31.

Repeat Violator

Any IAM member company that has been reported five or more times to the IAM Issue Resolution System by at least five distinct IAM member companies within a rolling three-month period.

D. Program Structure

The RPP has three features, which are as follows:

- 1. **Unpaid Invoice Compensation ("RPP Compensation"):** IAM shall compensate IAM Corporate Members if they are owed outstanding monies by another IAM Corporate Member who has filed for bankruptcy or has ceased to exist. The Operating Rules and Regulations for this feature are set forth in Section II of this document...
- 2. Outstanding Invoice Intervention Process ("RPP Intervention"): IAM Corporate Members may request IAM Staff intervention on any invoice greater than USD \$3,000 owed by another IAM member following the unsuccessful conclusion of the IAM Issue Resolution System process. In situations where an IAM Member is in debt to another Member who holds the IAM Trusted Moving Company (ITMC) designation, the IAM Staff may intervene on behalf of the company who holds the ITMC designation if the debt is less than \$3,000 USD. However, only debts greater than USD \$3,000 shall be posted to the Alleged Debtors List. By default, IAM treats each reported invoice in a confidential manner and will only initiate the intervention process if the filed by party has requested that IAM intervene. The Operating Rules and Regulations for this feature are set forth in Section III of this document.
- 3. **Alleged Debtor List:** IAM Corporate Members can access the IAM *Alleged Debtor* List at any time through the IAM Alert System on the IAM website. This list details IAM members who are allegedly delinquent on payments owed to other IAM members. The Operating Rules and Regulations for this feature are set forth in <u>Section III of this document</u>.

E. RPP Management and Oversight

The RPP will be managed and administered by the IAM Staff under the supervision of its Executive Committee. All decisions reached by the Executive Committee concerning the RPP shall be final including those made in reference to changing program funding, participation fees, compensation limits, procedures, payments, etc. All communications related to the RPP should be addressed to the IAM Headquarters at 1600 Duke St., Suite 440 Alexandria, VA 22314, or to rpp@iamovers.org.

F. Participation

The RPP is a benefit included with IAM Corporate Membership. Only IAM Corporate Members who are in good standing and who are current in the payment of their fees will be eligible to receive **RPP Compensation** through the RPP.

As a member-funded program, the RPP Compensation benefit is exclusively reserved for those companies who have contributed to the RPP Reserve Fund in their annual membership dues payment. Only member companies are covered by the RPP and eligible to receive RPP Compensation for services they have rendered at the location where that membership is registered. "Branch" or "affiliated" entities of IAM Members are only covered or eligible to receive RPP Compensation if the entity is a member at its location where it provides services.

G. Accounting Period

The RPP will have the same fiscal year as the International Association of Movers (IAM), which commences on January 1 and ends on December 31. RPP dues for that year are billed and unpaid debts that are potentially eligible for RPP compensation from the previous year are reviewed at the beginning of the fiscal year.

H. Program Funding and Participation Fees

The RPP will be funded as follows:

- 1. The RPP is a self-funded plan by Corporate Members of the International Association of Movers (IAM).
- 2. All participation fees, which are included in IAM Membership dues, are assessed for IAM Corporate Members to ensure that RPP funding is at a level necessary to pay eligible unpaid debts reported to the RPP
- 3. Future RPP participation fees may be increased or decreased over the lifetime of the RPP to sustain a future funding minimum based on overall claim experience and will be subject to review by the IAM Executive Committee.
- 4. Should RPP funding levels decrease below a point sufficient to pay pending eligible RPP compensation, the IAM Executive Committee may institute a special assessment fee to ensure that the program remains fiscally solvent.
- 5. The current participation fees are set as follows:

Premier Member: USD \$200
Core Member: USD \$165
Value Member: USD \$135
Branch Member: USD \$75

Participation fees are included as part of IAM Corporate Membership dues and assessed at the beginning of each fiscal year. Upon receipt, participation fees are tracked in a separate accounting managed by IAM Staff under the supervision of the IAM Executive Committee.

- 6. The participation fees shall be used by IAM for the following purposes in the order specified below:
 - a. Offset any costs borne by IAM when managing or administering the RPP
 - b. Pay out on approved RPP Compensation

I. Acknowledgment of RPP Operational Regulations

All Corporate Members verify their understanding with the RPP Operating Rules and Regulations one time per year. New Corporate Members are given the opportunity to read and familiarize their companies with the RPP Operating Rules and Regulations when they complete their membership application. Existing Corporate Members are asked to re-read and refamiliarize their companies with the RPP Operating Rules and Regulations when they pay their annual dues invoice.

J. RPP Liquidation and/or Dissolution

In the event that the RPP must be liquidated or dissolved for any reason as deemed reasonable and sufficient by the IAM Executive Committee, the IAM Executive Committee, after notifying the IAM Membership will commence the process to liquidate and/or dissolve the program by disbursing any RPP funds in the following order:

- 1. Payment of outstanding expenses
- 2. RPP compensation for potentially eligible unpaid debts that remain pending
- 3. Absorption of remaining funds into IAM's general operating fund

K. Governing Laws

Any legal disagreements or controversies arising from the administration of the RPP will be interpreted in accordance with the applicable laws of Virginia. Any conflict arising from the interpretation or enforcement of the RPP rules will be submitted to a court in the State of Virginia.

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Section II: Unpaid Invoice Compensation ("RPP Compensation") Operating Rules and Regulations

A. RPP Compensation Limits

The limits for *RPP Compensation* payments under the RPP will be established for each fiscal year by and at the sole discretion of the IAM Executive Committee. The annual payment limits are subject to the following:

- 1. A maximum total annual distribution limit of 50% of the available RPP funds.
- 2. A maximum annual compensation limit per filed by party which cannot exceed USD \$20,000.
- 3. A maximum annual compensation limit per defaulting company of 35% of the maximum total annual distribution limit. In the event that the RPP has reached the maximum total annual distribution limit for a defaulting company that fiscal year, proportional payments will be made.
- 4. These maximum levels of coverage will be in effect until changed by the Executive Committee.
- 5. In the event that it becomes necessary to make payments to multiple participants within the same fiscal year, and in the event that such payments exceed the RPP's maximum distribution limits for said fiscal year, proportional payments will be made.
- 6. Proportional payments are calculated as follows:
 - a. IAM shall add up the total monetary amount of each approved claim. This sum shall be known as "the whole".
 - b. The whole is then divided by the monetary amount of each individual approved claim request so that IAM obtains a percentage of the whole for each approved claim (the "proportion of the whole").
 - c. Each proportion of the whole is then multiplied by that year's maximum annual total distribution limit to arrive at the adjusted payment for that approved claim.

B. Procedures for RPP Compensation

In order for a request for compensation to be honored, the filed by party must abide by the process set forth below:

- 1. **Required Documentation** The following documentation must be submitted for each reported invoice.
 - a. Submission of the unpaid debt via the IIRS
 - b. Legible Unpaid Invoice translated into English
 - c. Quotation for Services by the filed by party
 - d. Acceptance of Quotation by debtor

- e. Written / Typed Inventory and/or a signed service order, copy of contract or service agreement.
- f. At least three requests for payment since the date of invoice issuance
- g. For shipments, a contract of Carriage (Airway Bill, Bill of Lading, etc.)
- h. For storage, an agreement that the shipment is to be placed in storage
- i. For any additional services not included in the quote or service level agreement, the filed by party must provide the following:
 - i. Proof the service was completed
 - ii. A quotation for the additional services and approval to provide the services as quoted
 - iii. A receipt of the service was performed if conducted by a 3rd party
- j. IAM reserves the right to request additional documents related to the unpaid invoice.
- k. Failure to provide the requested documents within 12 months of reporting the unpaid debt shall result in the denial of RPP compensation.
- **2. Regulations** The following regulations apply when applying for *RPP Compensation*:
 - a. The unpaid invoice must relate to direct services rendered in conjunction with the transportation, storage, and/or handling of shipments of household goods, personal effects, and/or personally owned motor vehicles.³
 - i. Covered Charges billed by a Moving Company: This includes but is not limited to the following services:
 - 1. Origin Services
 - 2. Air, Ocean, or Road Freight Transportation Charges
 - 3. Destination Services
 - 4. Customs Clearance Expenses
 - 5. Storage
 - 6. Approved Accessorial Charges (ex; Shuttles, long carries, stair carries)
 - 7. Approved 3rd party or 'Handyman' Services
 - 8. Transit Insurance Premiums
 - ii. **Non-Covered Charges billed by a Moving Company:** This excludes the following services:

³ If a service has not been specifically covered in the lists of included and excluded services. IAM will refer to the Professional Cooperation Guidelines to determine which services shall be covered under the Receivable Protection Program (RPP).

The RPP is not insurance nor is it an insurance product of any kind. The RPP is not intended to replace or supplement applicable insurance related products. This is a benefit of IAM Corporate Members and does not represent a pooling of losses or other such activity.

- 1. Damage claims (IAM is not liable for any transactions associated with payments for claims settlements.)
- 2. Claims charge backs (IAM is not liable for any transactions associated with payments of claims settlements.)
- 3. Storage connected with non-payment of services <u>including</u> demurrage and / or port storage⁴
- 4. Customs duties and/or customs taxes
- 5. Bank wire, outlay or disbursement fees
- 6. Any ancillary service not directly connected with the transport, storage, and/or handling of the shipment

iii. Covered Charges billed by a Non-Moving Company (a.k.a Supplier):

This includes but is not limited to the following services:

- 1. Origin Services
- 2. Air, Ocean, or Road Freight Transportation Charges
- 3. Destination Services
- 4. Customs Clearance Expenses
- 5. Storage
- 6. Approved Accessorial Charges (ex; Shuttles, long carries, stair carries)
- 7. Approved 3rd party or 'Handyman' Services
- 8. Transit Insurance Premiums
- 9. Packaging or Unpacking Services
- 10. Moving Supplies
- 11. Virtual Survey Services
- 12. Moving Software or Technology Services
- 13. Industry Related Consulting Services

iv. Non-Covered Charges billed by a Non-Moving Company (a.k.a Supplier): This excludes the following services:

1. Damage claims or general claims (IAM is not liable for any transactions associated with any payments of claims settlements.)

⁴ Demurrage / Port Storage / Detention / Per Diem fees incurred due to non-payment, documentation errors, or negligence on the part of the filed by party are excluded from compensation under the RPP program

- 2. Claims charge backs (IAM is not liable for any transactions associated with any payments of claims settlements.)
- 3. Reimbursements for payments to a non IAM membership third party company
- 4. Storage connected with non-payment of services including demurrage and / or port storage⁵
- 5. Customs duties and/or Customs taxes
- 6. Bank wire, outlay or disbursement fees
- v. **Special Cases:** In some cases, the filed by party may have incurred a fee that is necessary to complete the service for which they are invoicing. Compensation may be approved for the fee in question if the filed by party can prove that it was incurred due to circumstances beyond the filed by party's control, it was not reimbursed by the debtor company, and that the invoiced service could not be completed without payment of the fee.
- b. The unpaid invoice must be no older than 120 days from the date of its issuance when it is submitted to IAM for RPP Compensation through the RPP.
- c. IAM will not accept any unpaid debts where the reported invoice(s) is fewer than 60 days old from the date of its issuance unless it is apparent or feared that the Alleged Debtor has either declared bankruptcy or ceased to exist.
- d. The date of the unpaid invoice must not precede the initiation date of the filed by party as a Corporate Member of IAM.
- e. The date of the unpaid invoice must not precede the initiation date of the debtor as a Corporate Member of IAM.
- f. Unpaid debts may only be submitted for services provided by and at the request of an IAM member who was a member on the date the invoice was issued except when the service was pre-paid and services were not provided. (See Section II, B, 2, e, ii)
- g. In the event that an invoice was pre-paid and services were not provided, the following regulations apply:
 - i. The filed by party must demonstrate that efforts were made to recoup the money through the issuance of an invoice.
 - ii. Unpaid debts may be submitted for services provided by and at the request of an IAM Member who was a member on the date the request for services was made.
- h. The invoice in question should meet all legal requirements of the country in which it was issued and must meet the following minimum requirements:

supplement applicable insurance related products. This is a benefit of IAM Corporate Members and does not

represent a pooling of losses or other such activity.

⁵ Demurrage / Port Storage / Detention / Per Diem fees incurred due to non-payment, documentation errors, or negligence on the part of the filed by party are excluded from compensation under the RPP program

The RPP is not insurance nor is it an insurance product of any kind. The RPP is not intended to replace or

- i. Complete name and contact information of entity (company) issuing the invoice
- ii. Complete name and contact information of entity (company) being billed
- iii. Date on which invoice was issued
- iv. Date of service(s) for which invoice was issued
- v. Type of service(s) rendered
- vi. Amount billed for service(s) rendered
- vii. Name of shipper and/or all relevant shipment reference number
- viii. Rate quotation details, or filed general rate applicable to booking agent for service
- i. The filed by party must demonstrate that at least three written/emailed requests for payment were sent at reasonable intervals over the preceding 120 days from the date that the invoice was issued.
- j. The filed by party should, when reasonably feasible, verify that the company who has failed to pay the invoice has filed for bankruptcy or has ceased business operations.
- k. An unpaid invoice shall not be eligible for compensation in the event of the following circumstances:
 - i. The date of service for the unpaid invoice is after the date on which the delinquent company was posted on the Alleged Debtor List.
 - ii. The date of service for the unpaid invoice is after the date of the filed by party's original RPP submission.
- 1. When a filed by party owes money to the delinquent company, this monetary amount will offset when it is eligible within the rules and regulations set forth herein.
- 3. Upon receipt of the completed RPP claim form and associated support documentation (Section II.B.1), IAM will confirm the following:
 - a. The filed by party has met and complied with the requirements and procedures described in Sections I and II of the RPP Operating Rules and Regulations.
 - b. The unpaid invoice that is presented for payment is related to direct services rendered in conjunction with the transportation, and/or handling of shipments of household goods, personal effects, and/or motor vehicles.
 - c. The services from which the charges stem on the invoice were requested and rendered by an IAM member.
 - d. All reasonable attempts to collect the funds and resolve the matter have been unsuccessful.
 - e. The requested payment falls within the minimum/maximum established limits per member per year.

f. The submitted unpaid debt is not based on an invoice with an original issue date that is older than 120 days. If it has been more than 120 days and the IAM were not previously notified of the outstanding balance within 120 days of the invoice date, then that overdue sum no longer qualifies for compensation under the RPP.

g. The defaulting entity may be informed that a report of "nonpayment" will be made with IAM.

C. Period of RPP Compensation Protection

- 1. Unpaid debts for payment of invoices bearing an original date of issuance and/or date of service that predates the participating member's date of membership in IAM do not qualify for the RPP and will not be paid. Companies that cease to be members of IAM forfeit their right to submit any unpaid debts under the RPP.
- 2. In the event that a reported invoice has remained in a pending status for three successive fiscal years, it will no longer be eligible for RPP Compensation.
 - a. A reported invoice is considered as "Pending" if it remains unresolved but the delinquent company has not ceased to exist.

D. Payment of RPP Compensation

- 1. Processing of qualified unpaid debts under the RPP will commence following the conclusion of the fiscal year during which the unpaid debt was reported to the RPP.
- 2. All final payments are subject to individual and overall program maximums, as indicated in Section II, Part A.
- 3. All final payments will be made in U.S. Dollars.
- 4. Payment will be based on currency exchange rates on the date of final review by the RPP administrator.
- 5. IAM will use xe.com as its benchmark when converting currencies for the RPP. If XE.com is no longer available at the time of currency conversion, other suitable replacements shall be determined by the IAM Executive Committee.
- 6. In the event that an unpaid debt has been submitted that satisfies all conditions of the program but the debtor company is still operating, IAM Staff may maintain that unpaid debt in a pending status and may pay out on that unpaid debt in a future fiscal year.
- 7. Before paying out on any qualified unpaid debts, IAM will check with other industry trade associations operating similar programs to the RPP to determine final payouts. If the filed by party has also been compensated by another program, IAM may compensate that filed by party up to the total remaining value of the unpaid invoice but no more. The filed by party cannot be made more than whole through separate approved compensation through this Receivable Protection Program or any other program offering reimbursement for such unpaid debts / invoices.
- 8. At the end of the fiscal year, IAM Staff will provide their assessment of unpaid debts submitted that are potentially eligible for RPP compensation and recommend the

amount for the IAM Executive Committee to disburse. The Executive Committee will review the recommendations and have the opportunity to request additional information from Staff concerning their recommendations or approve the disbursements.

E. Subrogation

Prior to paying *RPP Compensation* on an approved unpaid debt, IAM shall notify the filed by party advising them of the calculated compensation amount to settle the unpaid debt.

As a condition of payment, the IAM Member must accept the settlement in writing and provide IAM with a written irrevocable transfer of its rights against the debtor of the concerned invoices to IAM.

Section III: Outstanding Invoice Intervention Process ("RPP Intervention") Operating Rules and Regulations

A. Official Name

The official name of the feature is the *Receivable Protection Program (RPP) Outstanding Invoice Intervention Process* ("OIIP"). It may also be referred to as "*RPP Intervention*". It includes a complementary component called the *IAM Alleged Debtor List*.

B. Purpose

In accordance with RPP Operating Rules Section 1, Part B, the mission of the RPP is the establishment of "a process through which an IAM Member in good standing can recover unpaid funds/invoices." The RPP Intervention assists IAM members with recovering outstanding monetary amounts owed to them by other IAM Members by providing a step-by-step process through which IAM Staff intervenes to facilitate repayment of outstanding debt between two members. By default, IAM treats each reported invoice in a confidential manner and will only notify the delinquent company if the filed by party has requested that IAM intervene.

To encourage repayment of outstanding debt, IAM established the *IAM Alleged Debtor List* as a complementary component of the *Outstanding Invoice Intervention Process ("RPP Intervention")*. The *Alleged Debtor List* serves to notify IAM Corporate Members of which Members are allegedly not paying their invoices and to compel delinquent companies to resolve outstanding debts to protect their reputations and their status as IAM Members in good standing.

C. Description

RPP Intervention: IAM Corporate Members are able to request IAM Staff intervention on any invoice greater than USD \$3,000 owed by another IAM Corporate Member. IAMTrusted Moving Companies may request IAM Staff intervention on any invoice regardless of the amount owed.

Alleged Debtor List: IAM Corporate Members can access the IAM *Alleged Debtor* List any time through the IAM Alert System on the IAM website. This list details the IAM members who are allegedly delinquent on payments owed to other IAM members. IAM Members are added to this list only after IAM Staff has exhausted all options following up on the outstanding debt through the *RPP Intervention*.

D. Required Documentation and Information

In order for a request for intervention to be honored, each complainant must provide the following documentation and information to the IAM establishing the following:

- 1. The unpaid invoice must relate to direct services rendered in conjunction with the transportation, and/or handling of shipments of household goods, personal effects, and/or motor vehicles.
- 2. The invoice date did not precede the initiation date of the filed by party in the IAM.
- 3. The invoice date did not precede the initiation date of the debtor in the IAM.
- 4. Services were provided by and at the request of a current IAM member.

- 5. The invoice in question should meet all legal requirements of the country in which it was issued and must meet the following minimum requirements:
 - a. Complete name and contact information of entity (company) issuing the invoice
 - b. Complete name and contact information of entity (company) being billed
 - c. Date on which invoice was issued
 - d. Date of service(s) for which invoice was issued
 - e. Type of service(s) rendered
 - f. Amount billed for service(s) rendered
 - g. Name of shipper and / or shipment reference number
 - h. Rate quotation details, or filed general rate applicable to booking agent for service
- 6. The filed by party must demonstrate that at least two written / emailed requests for payment were sent at reasonable intervals from the date that the invoice was issued.
- 7. By default, IAM treats each reported invoice in a confidential manner. To initiate *RPP Intervention*, the complainant must request IAM to do so.
- 8. The unpaid debt must meet or exceed USD \$3,000 unless the filed by party is an IAMTrusted Moving Company.
- 9. The dispute must not be pending legal action.
- 10. IAM will not recognize reciprocity agreements.
- 11. IAM Staff shall be able to refuse initiation of or stop the continuation of the RPP Intervention at their discretion. IAM Staff shall also be able to add to or remove a company from the Alleged Debtor List and/or Repeat Violators in the IAM Alerts System at their discretion too. IAM Staff may only list a company as an Alleged Debtor or a Repeat Violator if the conditions set forth in these operating rules and regulations have been met first.

E. RPP Intervention Procedures

Upon receipt of the unpaid debt and associated support documentation (Section III.D), if requested by the filed by party, IAM will initiate the 30-day self-resolution period via the IAM Issue Resolution System (IIRS). Should the issue not reach a resolution by this time, IAM staff will proceed with the formal RPP Intervention process as follows:

1. Second RPP Intervention Letter:

- a. A letter will be sent to the *Alleged Debtor* from the IAM President, which shall include all relevant documentation under separate enclosure. This communication may be sent to any contact IAM has on file at the delinquent company but it shall at a minimum include the company Principal or main point of contact at the *Alleged Debtor* if known.
- b. IAM Staff will wait 15 days from the date of the letter for a response from the *Alleged Debtor*.

c. Should the *Alleged Debtor* express a willingness to work in good faith to resolve the matter, they will be permitted an additional 15 days to settle the invoice dispute with the creditor.

- d. IAM Staff shall have discretion to determine what constitutes a good faith effort.
- 2. **Third RPP Intervention Letter:** After the sending of the second letter, if the debt still has not been resolved after an additional 15 days, IAM Staff will send a third and final letter.
- 3. After the third RPP Intervention Letter has been sent, if no resolution has been agreed between the *Alleged Debtor* and creditor, IAM Staff will add the name of the *Alleged Debtor* to the current *Alleged Debtors List*.
- 4. IAM will also inform the filed by party that they have the right to recommend the *Alleged Debtor* for expulsion if the debt in question meets all the conditions set forth in the <u>IAM By-Laws</u>.
- 5. A link to the *Alleged Debtors List* will be circulated to all IAM Corporate Members each month and may be accessed any time via IAM's website.
- 6. If the alleged debts have been resolved, IAM Staff will remove the *Alleged Debtor* from the *Alleged Debtors List*.
- 7. Should the debt remain outstanding, the *Alleged Debtors* name will continue to be published on the *Alleged Debtors List*.
- 8. If the filed by party requests the expulsion of the *Alleged Debtor* from IAM, IAM Staff will proceed according to the expulsion process detailed in Article VI, Section 4, of the IAM Bylaws.
- 9. IAM may facilitate repayment plans between members. If a repayment plan is established, IAM may enforce the terms of that payment plan by reserving the right to add the delinquent company to the Alleged Debtor List even though the total debt may no longer be in excess of \$3,000 USD
- 10. **Repeat Violators:** Any company found to be a Repeat Violator will be listed in the online IAM Alerts System as such.
 - a. Removal from the Repeat Violators Alert will be considered if the company does not receive any further reports in the subsequent three months.
 - b. Any IAMTrusted Moving Company listed in the Repeat Violators Alert will lose its ITMC designation.

