

CEFAREA

L'arbitrage et la médiation au service du monde de l'assurance

ARIAS



FRANCE

ARBITRATION RULES

INTRODUCTORY PROVISIONS.....	4
Article 1: CEFAREA ARIAS France.....	4
Article 2: Definitions.....	4
Article 3: Application of the Rules.....	5
Article 4: Communications, notifications and time limits.....	5
COMMENCING THE ARBITRATION.....	6
Article 5: Request for arbitration.....	6
Article 6: Answer to the request for arbitration and counterclaim.....	6
Article 7: Preliminary review of jurisdiction.....	7
Article 8: Representation of the parties.....	7
JOINDER, MULTIPLE PARTIES, MULTIPLE CONTRACTS AND CONSOLIDATION.....	8
Article 9: Joinder of additional parties.....	8
Article 10: Multiple parties.....	8
Article 11: Multiple contracts.....	8
Article 12: Consolidation of arbitrations.....	8
COSTS.....	9
Article 13: Advance to cover the costs of the arbitration.....	9
Article 14: Decision as to the costs of the arbitration.....	10
THE ARBITRAL TRIBUNAL.....	10
Article 15: Confirmation of the arbitrators.....	10
Article 16: Appointment of the arbitrators and constitution of the Arbitral Tribunal.....	10
Article 17: Independence and impartiality of the arbitrators.....	11
Article 18: Challenge of arbitrators.....	12
Article 19: Replacement of arbitrators.....	12

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THE ARBITRAL PROCEEDINGS.....	13
Article 20: Transmission of the file to the Arbitral Tribunal.....	13
Article 21: Place and language of the arbitration.....	13
Article 22: Rules governing the proceedings.....	13
Article 23: Organisation of the proceedings.....	13
Article 24: Conduct of the arbitral proceedings.....	14
Article 25: Conservatory and interim measures.....	14
Article 26: Emergency proceedings.....	15
Article 27: Evidence, investigative and expert measures.....	15
Article 28: Applicable rules of law.....	16
Article 29: Closing of the proceedings and deliberations.....	16
POSSIBILITY TO GO TO MEDIATION.....	17
Article 30: Mediation.....	17
THE AWARD.....	17
Article 31: Duration of the mission of the Arbitral Tribunal.....	17
Article 32: Award.....	18
Article 33: Award by consent.....	18
Article 34: Scrutiny of the Award.....	18
Article 35: Notification of the Award to the parties.....	18
Article 36: Enforceability of the Award.....	18
Article 37: Correction, omission to rule and interpretation.....	19
MISCELLANEOUS.....	19
Article 38: Limitation of liability.....	19
ANNEX: THE EXPEDITED PROCEDURE RULES OF CEFAREA ARIAS FRANCE ARBITRATION RULES.....	20

Article 1: Scope of application..... 20

Article 2: Request for arbitration..... 20

Article 3: Reply and counterclaim..... 21

Article 4: Constitution of the arbitral tribunal..... 21

Article 5: Challenge and replacement of the sole arbitrator..... 21

Article 6: Conduct of the arbitral proceedings..... 22

Article 7: Award..... 22

INTRODUCTORY PROVISIONS

Article 1: CEFAREA ARIAS France

- 1.1 The *Centre Français d'Arbitrage de Réassurance et d'Assurance* (CEFAREA ARIAS France) is an arbitration and mediation centre, created on 10 January 1995, in the form of an association governed by the law of 1901.
CEFAREA ARIAS France is a member of the ARIAS (AIDA Reinsurance and Insurance Arbitration Society) international network, consisting of arbitration centres specialised in insurance and created under the aegis of the AIDA (International Association of Insurance Law).
- 1.2 CEFAREA ARIAS France promotes arbitration, in France and abroad, as a method of resolving disputes in the insurance and reinsurance industry in the broad sense. As such, CEFAREA ARIAS France aims to ensure the correct conduct of arbitral proceedings, in accordance with the CEFAREA ARIAS France Arbitration Rules (hereafter the “Rules”).
- 1.3 CEFAREA ARIAS France maintains an up-to-date list of approved, competent, impartial and independent arbitrators, with particular expertise in the insurance industry.
- 1.4 CEFAREA ARIAS France is managed by a Board of Directors, which appoints an Arbitration Commission responsible for ensuring the application of the Rules.
- 1.5 CEFAREA ARIAS France also has mediation rules.

Article 2: Definitions

In the present Rules:

- 2.1 “Centre” shall refer to the independent arbitration entity CEFAREA ARIAS France, which is solely authorised to conduct arbitration proceedings under the Rules.
- 2.2 “Arbitration Commission” shall refer to the entity of the Centre intended to assist with administering arbitral proceedings under the Rules.
- 2.3 “Arbitration Agreement” shall be understood as meaning both the arbitration clause and the arbitration agreement (*compromis*).

- 2.4 “Counterclaims” shall refer to incidental claims where the respondent acts itself as the claimant against another party in the same proceedings.
- 2.5 “Arbitral Tribunal” shall refer to the sole arbitrator or a panel of arbitrators.
- 2.6 “Award” shall refer to an interim, partial or final award.

Article 3: Application of the Rules

- 3.1 When the parties choose the Rules to govern their arbitration, they accept that it shall be administered by the Centre in accordance with the Rules.
- 3.2 The applicable version of the Rules is the one in effect on the date of submission of the request for arbitration, unless the parties have expressly provided otherwise.
- 3.3 Any interpretation of the Rules shall fall under the jurisdiction of the Arbitration Commission.

Article 4: Communications, notifications and time limits

- 4.1 Any correspondence with the Centre must be sent to the following e-mail address: contact@cefarea-arias.fr; and if deemed useful by the party/parties, via postal service to the following address: CEFAREA ARIAS France 26, boulevard Haussmann, 75009 Paris, France.
- 4.2 Pleadings, correspondence and exhibits submitted by each party shall be supplied in a number of copies sufficient to provide one copy for each party, plus one copy for each arbitrator and one for the Centre.
- 4.3 Unless otherwise provided, communications or notifications shall be sent by any means providing a record of the dispatch thereof. All communications or notifications shall be validly sent to the address indicated by the parties, or failing this, to the last known address, or on request by the parties, to the address of their counsel. Any change of address shall be notified to the Centre, as well as to the Arbitral Tribunal.
- 4.4 Unless otherwise agreed by the parties, the use of new technologies (audio/video conferencing, e-mails, etc.) is encouraged to take into account speed and cost management requirements, in accordance with the equality of arms and adversarial hearing essential principles.

- 4.5 The starting point of the time limits provided by the Rules shall be the day following the date a communication was issued. Public holidays or non-business days are included in the calculation of the time limit. However, if the last day of the time limit is a public holiday or a non-business day in the place of residence or place of establishment of the recipient, the time limit shall be extended to the first following business day.

COMMENCING THE ARBITRATION

Article 5: Request for arbitration

- 5.1 The request for arbitration shall be addressed to the Centre, which shall notify the parties of the date of receipt.
- 5.2 The request for arbitration shall notably contain:
- the name in full, capacity, address and contact details of each of the parties, and, if applicable, of their counsel;
 - the arbitration agreement(s) justifying the recourse to arbitration and to the Rules;
 - a brief summary of the facts of the dispute, the object of the claims presented and their legal basis;
 - the amount of the quantified claims and an estimate of the amount of any other claim;
 - the claimant's proposal regarding the number of arbitrators and in the case of multiple arbitrators, the name of the arbitrator whom the claimant wishes to appoint;
 - any agreement between the parties, or any comment by the claimant on the place and language of the arbitration, as well as on the applicable rules of law;
 - any supporting exhibits which the claimant deems useful.
- 5.3 The request for arbitration shall only be registered if it is accompanied by payment of the filing fees, as set by the scale in force on the date of the request. Following the payment, the request shall be registered by the Centre and forwarded to the respondent with all justifying exhibits.
- 5.4 The arbitration proceedings shall be regarded as having started as soon as the request for arbitration is received by the Centre.

Article 6: Answer to the request for arbitration and counterclaim

- 6.1 As soon as the request for arbitration notified by the Centre is received, the respondent shall have thirty days to reply. The Centre may grant the respondent one or more extensions of the time limit to submit a reply.

- 6.2 The reply shall notably contain:
- the full name, capacity, address and contact details of the respondent and, if applicable, of its counsel;
 - comments on the facts of the dispute, the object of the claims and their legal basis;
 - observations on the number of arbitrators and in the event of multiple arbitrators, the name of the arbitrator whom the respondent wishes to appoint;
 - observations on the terms of the arbitration, in particular, on the place and the language of the arbitration, as well as on the applicable rules of law;
 - any Counterclaim with its object, its legal basis and its amount, as well as the arbitration agreement(s) justifying the recourse to arbitration and to the Rules;
 - any supporting exhibits which the respondent deems useful.
- 6.3 The reply shall be addressed to the Centre, in as many copies as stipulated in Article 4.2 of the Rules.
- 6.4 On receipt of the reply, the Centre shall notify it to the claimant.

Article 7: Preliminary review of jurisdiction

- 7.1 The Arbitral Tribunal shall be the sole judge of its jurisdiction.
- 7.2 However, if, prior to the constitution of the Arbitral Tribunal, one party does not reply to the request for arbitration or if the inexistence, invalidity or inapplicability of the arbitration agreement is raised, the Arbitration Commission shall assess, *prima facie*, the possibility of implementing the arbitration proceedings pursuant to the Rules. That review shall be limited to verifying the existence of an Arbitration Agreement between the parties, which refers to the Rules.
- 7.3 The opinion of the Arbitration Commission shall be without prejudice to the admissibility or merits of the claims of the parties, or even to the jurisdiction of the Arbitral Tribunal.
- 7.4 If the Arbitration Commission observes that the Arbitration Agreement does not refer to the Rules, it shall inform the parties that, in the absence of any written agreement between them, the arbitration may not take place according to its Rules.

Article 8: Representation of the parties

Each party may be represented in the arbitral proceedings by any person of its choice to whom it gives power of attorney.

JOINDER, MULTIPLE PARTIES, MULTIPLE CONTRACTS AND CONSOLIDATION

Article 9: Joinder of additional parties

- 9.1 Where a party to arbitral proceedings governed by the Rules wishes to join a third party to the arbitration (the “Additional Party”), it may only do so before the constitution of the Arbitral Tribunal by submitting a request for arbitration to the Centre in accordance with Article 5 of the Rules (“Request for Joinder”). That joinder shall nevertheless be possible in the course of the proceedings, shall the unanimous agreement of the parties be given, including that of the Additional Party.
- 9.2 The Additional Party shall submit its reply in accordance with Article 6 of the Rules. It may make claims against any other party.

Article 10: Multiple parties

- 10.1 In the event of arbitration involving several claimants or several respondents, each claimant or respondent may file claims against any other party.
- 10.2 All claims shall comply with the requirements of Article 5 of the Rules.
- 10.3 Any party concerned by a claim may submit its reply in accordance with Article 6 of the Rules.

Article 11: Multiple contracts

Claims arising out of or in connection with more than one contract may be made in a single arbitration, irrespective of whether such claims are made under one or more than one arbitration agreement under the Rules.

Article 12: Consolidation of arbitrations

- 12.1 Where one or more contracts containing an Arbitration Agreement, which provides for the application of the Rules, give rise to separate arbitrations, the Arbitration Commission may, at the request of one of the parties or of an Arbitral Tribunal, consolidate them into a single arbitration, if:
- a) all of the parties agree to consolidation, or;
 - b) all of the claims are made under the same Arbitration Agreement, or;

- c) where the claims in the arbitrations are made under more than one arbitration clause, they are compatible and the proceedings are between the same parties, relating to disputes arising in connection with the same legal relationship.
- 12.2 The Arbitration Commission may take into account any circumstances concerning the parties, the disputes or the arbitral proceedings in question.
- 12.3 Unless otherwise agreed by the parties, arbitrations shall be consolidated into the arbitration that commenced first.

COSTS

Article 13: Advance to cover the costs of the Arbitration

- 13.1 Arbitration costs shall include administrative costs and the fees of the arbitrators set by the Centre in accordance with the scale in effect on the date of receipt of the request for arbitration, the fees and expenses of experts appointed by the Arbitral Tribunal and the costs associated with any investigative measures ordered by the Arbitral Tribunal.
- 13.2 The Centre shall set the amount of the advance so as to cover the fees of the Arbitral Tribunal and the administrative costs of the Centre in accordance with the scale in effect on the date of receipt of the request for arbitration, taking into consideration the complexity of the case and the amounts at stake.
- 13.3 The amount of the advance may be reassessed by the Centre at any time during the arbitral proceedings, if it considers, in view of the circumstances, that the advance is no longer appropriate.
- 13.4 Unless otherwise provided, the advance shall be paid in equal shares by the parties and the Centre shall set the time limit for payment.
- 13.5 In the event of a Counterclaim, a new or additional claim, the Centre may determine a separate advance and decide which party shall be responsible for the payment thereof.
- 13.6 In the event of voluntary joinder or arbitration between multiple parties, the Centre may set one or more advances and decide which party/parties shall be responsible for the payment thereof. Any advance previously paid by a party shall be regarded as partial payment of its fixed share in accordance with Article 13.2 of the Rules.
- 13.7 In the event of default or refusal by one of the parties to pay its share, the other party or parties may substitute the defaulting party.

13.8 At the end of the time limit set by the Centre, if the advance has not been paid and if no party has offered to remedy the other's default, the Centre may, after consulting the Arbitral Tribunal, ask it to suspend its activities and set a time limit which may not be more than fifteen days, at the end of which any claims for which the advance has not been paid shall be regarded as having been withdrawn. Such withdrawal shall not deprive the parties of their right to resubmit their claims at a subsequent point. Administrative costs shall be retained.

Article 14: Decision as to the costs of the arbitration

14.1 At any time during the arbitral proceedings, the Arbitral Tribunal may make decisions on costs, other than those to be fixed by the Centre, and order any payment.

14.2 The final Award shall fix the costs of the arbitration and decide which party/parties shall bear them.

14.3 In the event of the withdrawal of all claims, or the termination of the arbitration before the rendering of a final Award, the Centre shall fix the costs of the arbitration and the Arbitral Tribunal shall settle any question relating to those costs. If no Arbitral Tribunal has been constituted, any party may request the constitution of an Arbitral Tribunal so that the costs may be allocated.

THE ARBITRAL TRIBUNAL

Article 15: Confirmation of the arbitrators

Any appointment of an arbitrator by the parties shall be subject to confirmation by the Arbitration Commission. The decision issued by the Arbitration Commission shall not be substantiated or subject to appeal.

Article 16: Appointment of the arbitrators and constitution of the Arbitral Tribunal

16.1 Disputes shall be settled by a sole arbitrator or by a panel of three arbitrators.

16.2 Where the parties have chosen to submit their dispute to a sole arbitrator, they may appoint him/her by mutual agreement, subject to the provisions of Article 17 of the Rules, within fifteen days of the date of receipt of the reply provided for in Article 6.1 of these

Rules. In the absence of agreement between the parties at the end of that time limit, the sole arbitrator shall be appointed by the Arbitration Commission.

- 16.3 Where the parties have chosen to submit their dispute to a panel of three arbitrators, each party shall appoint an arbitrator, in the request for arbitration and in the reply respectively. In the absence of appointment at the end of the time limits provided for in Articles 5 and 6 of the Rules, and unless otherwise agreed by the parties, the appointment shall be made by the Arbitration Commission. The third arbitrator and President of the Arbitral Tribunal shall be appointed jointly by the two arbitrators, within ten days of acceptance of their mission. Failing this and unless otherwise agreed by the parties, the latter shall be appointed by the Arbitration Commission.
- 16.4 If the parties have not specified the number of arbitrators, the Arbitration Commission shall appoint a sole arbitrator, unless it considers that the characteristics of the dispute justify the appointment of three arbitrators, which it shall also appoint.
- 16.5 In the event of multiple parties within the meaning of Article 10 of the Rules and if the dispute is submitted to a panel of three arbitrators, the claimants shall agree on the appointment of an arbitrator, in accordance with Article 17 of the Rules, and the respondents shall do the same, under the conditions and within the time limits provided for in Articles 5 and 6 of the Rules. In the absence of appointment at the end of those time limits, all the members of the Arbitral Tribunal shall be appointed by the Arbitration Commission.
- 16.6 In the presence of an Additional Party and if the dispute is subject to a panel of three arbitrators, the Additional Party shall appoint the same arbitrator, jointly with the claimant or the respondent, in accordance with Articles 5, 6 and 17 of the Rules. In the absence of an appointment at the end of the time limits, all of the Members of the Arbitral Tribunal shall be appointed by the Arbitration Commission.
- 16.7 The Arbitral Tribunal shall be regarded as constituted when all of the arbitrators have accepted their mission, after confirmation by the Arbitration Commission pursuant to Article 15 of the Rules.

Article 17: Independence and impartiality of the arbitrators

- 17.1 The arbitrators shall be impartial and shall remain independent of the parties to the proceedings. At the time of acceptance of their mission, the arbitrators shall indicate in writing to the Centre, which shall then notify the Arbitration Commission, any factor creating doubt in the minds of the parties regarding their independence and their impartiality.

- 17.2 On receipt, the Arbitration Commission shall notify the indicated circumstances to the parties. The parties shall then have eight days to submit any comments. The Arbitration Commission shall issue its decision within eight days of the end of the latter time limit.
- 17.3 After their appointment, the arbitrators shall also immediately disclose to the parties and to the Centre, any factor which may create doubt in the minds of the parties, with regard to their independence and their impartiality.
- 17.4 The arbitrators undertake to carry out their mission until its conclusion, to make themselves available for the entire duration of the proceedings and to act fairly and promptly.

Article 18: Challenge of arbitrators

- 18.1 A party who intends to challenge an arbitrator for a fact brought to his/her attention or revealed after his/her appointment shall immediately, and at the latest within thirty days of becoming aware of the cause of challenge or its revelation, submit a substantiated request to the Centre.
- 18.2 After having consulted the parties and collected any observations from the other members of the Arbitral Tribunal, the Arbitration Commission shall decide on the admissibility of the request as well as on its merits. The decision issued by the Arbitration Commission shall not be substantiated or subject to appeal.
- 18.3 The arbitration proceedings shall be suspended until the pronouncement of the decision of the Arbitration Commission.

Article 19: Replacement of arbitrators

- 19.1 Where an arbitrator can no longer perform or fails to perform his/her duties in accordance with the Rules, the other two arbitrators may, after written notification to the third arbitrator and to the parties, continue with the arbitration in his/her absence. The other two arbitrators must take into account the progress of the arbitral proceedings and the circumstances of the case. Their decision shall be substantiated but is not subject to appeal.
- 19.2 Where an arbitrator can no longer perform or fails to perform his/her duties in accordance with the Rules and the other two arbitrators wish to replace the third arbitrator, the Arbitration Commission shall order the replacement of the said arbitrator. The Arbitration Commission shall decide, at its discretion, whether or not to follow the initial appointment

procedure. The reconstituted Arbitral Tribunal shall decide, after consultation of the parties, if and the extent to which the prior proceedings may be resumed.

THE ARBITRAL PROCEEDINGS

Article 20: Transmission of the file to the Arbitral Tribunal

Once the Arbitral Tribunal has been constituted in accordance with Article 16.7 of the Rules, the Centre shall submit the file to it, provided that the advance fixed by the Centre has been paid.

Article 21: Place and language of the arbitration

21.1 The place of arbitration shall be chosen by the parties. Failing this, it shall be determined by the Arbitration Commission. After consulting the parties, the Arbitral Tribunal may nevertheless hold the hearings and meetings at any other location.

21.2 The language of arbitration shall be chosen by the parties. Failing this, it shall be determined by the Arbitral Tribunal, due regard being given to the characteristics of the dispute.

Article 22: Rules governing the proceedings

22.1 The arbitral proceedings shall be governed by the Rules and where the Rules are silent, by the rules determined by the parties, or failing that, by the Arbitral Tribunal.

22.2 The Arbitral Tribunal shall organise in writing the applicable procedure ("Terms of Reference") and shall establish an initial schedule for the proceedings. These documents shall be notified to the Centre as soon as they are signed by the parties and by the Arbitral Tribunal.

Article 23: Organisation of the proceedings

23.1 The Terms of Reference shall notably contain:

- the identities of the parties and their addresses;
- the identities of counsel to the parties, if applicable, and their addresses;
- a summary of their respective claims;

- a list of the disputed points to be resolved;
- the identities and addresses of the arbitrators;
- the place of arbitration;
- the rules applicable to the proceedings.

23.2 In the event of refusal by one of the parties to sign the Terms of Reference, that document shall be submitted to the Arbitration Commission for approval.

23.3 After the signing of the Terms of Reference, the parties may only file new claims which fall within the scope of the Terms of Reference, unless authorised by the Arbitral Tribunal.

Article 24: Conduct of the arbitral proceedings

24.1 The arbitral proceedings shall be conducted by the arbitrators on an adversarial, fair and impartial manner.

24.2 The parties shall submit one or more briefs in accordance with the Terms of Reference and the procedural schedule.

24.3 The Terms of Reference and the procedural schedule may or may not provide for the holding of one or more procedural hearings and/or pleadings. Hearings shall notably be held in the presence of the Arbitral Tribunal, the parties and their counsel. Subject to the agreement of the parties, hearings may also be held via audio or videoconference.

24.4 The parties undertake to conduct the proceedings fairly and swiftly. They shall also make every effort to conduct the proceedings effectively in terms of cost.

24.5 In the event that it considers it necessary, the Arbitral Tribunal shall take the appropriate procedural measures. The Arbitral Tribunal shall notably issue procedural orders not subject to appeal.

Article 25: Conservatory and interim measures

25.1 Before the constitution of the Arbitral Tribunal, the parties may ask a judicial authority to issue interim or conservatory measures.

25.2 After the constitution of the Arbitral Tribunal, it may, at the request of one of the parties, order any conservatory or interim measure that it considers appropriate. The decision shall be substantiated. It may take the form of an order or, if a party so requests and the Arbitral Tribunal agrees, of an arbitral Award.

Article 26: Emergency proceedings

- 26.1 Without prejudice to Article 26.7 of the Rules, any party requesting conservatory or interim measures, which cannot wait for the constitution of an Arbitral Tribunal, may, in accordance with Article 16.7 of the Rules, submit a claim to the Centre which shall forward it to the Arbitration Commission. The claim shall be made in accordance with Article 5 of the Rules and shall notably detail the reasons for which the measures are requested and cannot await the constitution of an Arbitral Tribunal.
- 26.2 On the basis of that information, the Arbitration Commission shall decide whether there are grounds for initiating emergency proceedings. If these exist, the Arbitration Commission shall forward the claim as well as any annexes to the other party, who shall have ten days to reply to it. Otherwise, the Arbitration Commission shall inform the parties directly of its refusal to initiate emergency proceedings, attaching a copy of the claim for information purposes.
- 26.3 In the event that the Arbitration Commission has decided to initiate emergency proceedings, it shall appoint an arbitrator as soon as possible, shall inform the parties and shall submit the file to the arbitrator. All communications or notifications shall be sent directly by the parties to the arbitrator who shall then forward a copy to the Centre.
- 26.4 The arbitrator shall establish a procedural schedule as soon as possible and shall conduct the proceedings pursuant to Articles 24.1, 24.4 and 24.5 of the Rules, while taking into account the urgency.
- 26.5 The arbitrator shall issue a procedural order at the latest within fifteen days of his/her appointment. That time limit may nevertheless be extended by the Arbitration Commission at the arbitrator's request or if it considers it necessary. The arbitrator shall notably rule on its own jurisdiction, as well as on the admissibility of the claim.
- 26.6 Any decision issued by the arbitrator shall be provisional by nature. It shall not be binding on the Arbitral Tribunal. It may be overturned, withdrawn or amended at any time by the arbitrator or by the Arbitral Tribunal.
- 26.7 This Article shall not overturn the right of the parties to request conservatory or interim measures from any competent court.

Article 27: Evidence, interim measures and expert evidence

- 27.1 The Arbitral Tribunal shall examine the case as soon as possible and use all appropriate means.
- 27.2 At the request of one of the parties or even *ex officio*, the Arbitral Tribunal may order any investigative or expert measures which it considers necessary. It shall set the conditions and time limits of the same and shall inform the Centre in order to fix a supplementary advance, if the Centre considers this to be justified. If necessary, the Arbitral Tribunal shall also request an extension of the arbitration time limit in accordance with Article 31.2 of the Rules.
- 27.3 Subject to the rules agreed by the parties, the CEFAREA ARIAS France arbitration shall adopt the practices and usages of international arbitration on the notification of exhibits, hearings and cross-examination of witnesses and experts, appointed by the counsel of the parties and by the Arbitral Tribunal.
- 27.4 The Arbitral Tribunal has the right to adapt these practices and usages to take into account the requirements for speed and cost management in accordance with the equality of arms and adversarial hearing essential principles.
- 27.5 Any difficulty in the course of an expertise, not settled by the expert and the parties, shall be submitted to the Arbitral Tribunal.

Article 28: Applicable rules of law

- 28.1 The parties are free to choose the rules of law to be applied by the Arbitral Tribunal to the merits of the dispute. In the absence of any such agreement, the Arbitral Tribunal shall apply the rules of law which it determines to be appropriate.
- 28.2 The Arbitral Tribunal shall decide pursuant to the provisions of the contract and shall take into account professional practices.
- 28.3 Without prejudice to Articles 28.1 and 28.2 of the Rules, the Arbitral Tribunal shall rule as *amiable compositeur, ex aequo et bono*, unless the parties have expressly excluded this. The mere designation of an applicable rule of law shall not be considered as an exclusion of amiable composition.

Article 29: Closing of the proceedings and deliberations

- 29.1 When the Arbitral Tribunal considers that it is sufficiently well-informed, it shall pronounce the closing of the proceedings. After the closing of the proceedings, any argument, document or exhibit may only be submitted with the authorisation of the Arbitral Tribunal.

29.2 The deliberations shall be secret.

29.3 As soon as the proceedings are closed, the Arbitral Tribunal shall inform the Centre and the parties of the date on which it intends to submit its draft Award to the Centre.

POSSIBILITY TO GO TO MEDIATION

Article 30: Mediation

30.1 Mediation may be proposed to the parties, either by the Arbitration Commission if the Arbitral Tribunal has not yet been constituted, or by the Arbitral Tribunal itself.

30.2 If the parties accept, mediation shall be organised immediately under the conditions provided by the mediation rules of CEFAREA ARIAS France and the arbitral proceedings shall be suspended for the entire duration of the mediation.

30.3 No member of the Arbitral Tribunal may be appointed in the capacity of mediator.

30.4 If this procedure does not result in an agreement which terminates the dispute, the arbitral proceedings and time limits shall resume. The Arbitration Commission shall inform the parties of the same by recalling the principle of confidentiality provided for by the mediation rules of CEFAREA ARIAS France.

30.5 If this procedure results in an agreement, the agreement shall imply declining the jurisdiction of the Arbitral Tribunal. Any decision on the arbitration costs shall be issued pursuant to Article 14.3 of the Rules.

THE AWARD

Article 31: Duration of the mission of the Arbitral Tribunal

31.1 The final Award shall be issued within six months of the constitution of the Arbitral Tribunal.

31.2 That time limit may be extended by the Arbitration Commission on the substantiated request of the Arbitral Tribunal or automatically if it considers it necessary.

Article 32: Award

- 32.1 When the Arbitral Tribunal is composed of more than one arbitrator, an Award is made by a majority decision. If there is no majority, the Award shall be made by the President of the Arbitral Tribunal alone.
- 32.2 The Award shall state the reasons upon which it is based.
- 32.3 The Award shall contain the name of the arbitrators who issued it, its date, the seat of the arbitration, the names of the parties and of their counsel, if applicable. The Award shall be initialled and signed by the Arbitral Tribunal.

Article 33: Award by consent

Parties who reach an agreement during the arbitral proceedings may ask the Arbitral Tribunal to confirm this in an Award by consent, if the Arbitral Tribunal agrees. The parties shall also ask the Centre to issue a decision on the arbitration costs pursuant to Article 14.3 of the Rules.

Article 34: Scrutiny of the Award

Before signing the Award, the Arbitral Tribunal shall submit it in draft form to the Arbitration Commission, which may make any useful formal observation and, if necessary, shall draw the attention of the Arbitral Tribunal to points concerning the merits of the dispute.

Article 35: Notification of the Award to the parties

- 35.1 After full payment of the arbitration costs, the Centre shall send to each party an original copy of the Award, with a copy to their counsel. Copies certified by the Centre may subsequently be issued to individual parties.
- 35.2 If a party defaults on the payment of the balance of part of the costs and fees attributed to it, any other party may remedy that default, in order to permit the Centre to notify the Award.

Article 36: Enforceability of the Award

- 36.1 The arbitral proceedings, including all the documents prepared, produced or exchanged in the proceedings, as well as the Award, shall be confidential.

36.2 Any arbitral Award shall be mandatory for the parties.

36.3 By agreeing to submit their dispute to the Rules, the parties undertake to execute the future Award immediately and shall be regarded, unless otherwise agreed by the parties, as having waived all appeals which they may lawfully waive.

Article 37: Correction, omission to rule and interpretation

37.1 Within a three-month deadline following the notification of the Award, the Arbitral Tribunal may, ex officio or at the request of a party, remedy the material errors which affected the Award.

37.2 Within that same three-month deadline, a party may ask the Arbitral Tribunal to complete its Award, if it has failed to rule on a count of the claim referred to it or if it is asked to interpret the Award which it has issued.

37.3 Requests in relation to correction of a material error, omission to rule or interpretation shall be addressed to the Centre which shall refer these to the Arbitral Tribunal.

37.4 These nevertheless shall only be admissible if the Arbitral Tribunal can meet and hear the case again. Otherwise, the Arbitration Commission shall appoint a new Arbitral Tribunal, under the conditions provided for in Articles 17 and 19 of the Rules.

37.5 The Arbitral Tribunal shall rule as soon as possible, and at the latest within two months of its referral, by Award in accordance with the provisions of the Rules. That Award shall constitute an addendum forming an integral part of the final Award.

MISCELLANEOUS

Article 38: Limitation of liability

The arbitrators, the persons appointed by the Arbitral Tribunal and CEFAREA ARIAS France (including its office, its Board of Directors and its Arbitration Commission, as well as all of its members) shall not incur any liability by virtue of their acts or omissions regarding arbitration organised according to the Rules, except insofar that such a limitation of liability is prohibited by French law.

**ANNEX: THE EXPEDITED PROCEDURE RULES OF CEFAREA ARIAS FRANCE
ARBITRATION RULES**

Article 1: Scope of application

- 1.1 The Expedited Procedure of CEFAREA ARIAS France Arbitration Rules (hereinafter the “Expedited Procedure”) is applicable on condition that the parties have expressly agreed to its application and that the amount of the main claim (quantified claims) does not exceed € 60,000. This procedure allows a rapid settlement of the dispute in exchange for a streamlined procedure and reduced deadlines.
- 1.2 These arbitration rules govern the Expedited Procedure. Where this instrument is silent, the provisions of the CEFAREA ARIAS France Arbitration Rules shall apply.
- 1.3 The Expedited Procedure provides for a scale distinct from the one applicable within the context of the CEFAREA ARIAS France Arbitration Rules.

Article 2: Request for arbitration

- 2.1 The request for arbitration notably contains:
 - the name in full, capacity, address and details of each of the parties, and, if applicable, of their counsel;
 - the arbitration agreement(s) justifying recourse to arbitration;
 - any agreement of the parties justifying recourse to the Expedited Procedure;
 - the name of the sole arbitrator appointed jointly by the parties, if applicable;
 - any agreement between the parties or any comment by the claimant on the place and language of the arbitration, as well as on the applicable rules of law;
 - a brief summary of the facts of the dispute;
 - a brief statement of the claims and of their legal basis;
 - the amount of the quantified claims and an estimate of the amount of any other ancillary claim;
 - any supporting exhibits which the claimant deems useful.
- 2.2 The request is only registered if it is accompanied by the payment of the filing fees, as set by the scale applicable to the Expedited Procedure, in force on the day of the claim.

Article 3: Reply and counterclaim

- 3.1 As soon as the request has been notified by the Centre, the respondent shall have a deadline of fourteen days to respond to it.
- 3.2 The reply notably contains:
- the full name, capacity, address and contact details of the respondent, and, if applicable, of their counsel;
 - observations on the terms of the arbitration and; in particular, on the place and language of the arbitration, as well as on the applicable rules of law;
 - observations on the appointment of a sole arbitrator, in the absence of a joint decision by the parties;
 - comments on the facts of the dispute;
 - a brief reply on the claims formulated against the respondent, the legal grounds and arguments of these;
 - observations on the amount of the claims;
 - any Counterclaim with its grounds, its legal arguments and its amount;
 - any supporting exhibits which the respondent deems useful.

Article 4: Constitution of the arbitral tribunal

- 4.1 The dispute is settled by a sole arbitrator jointly appointed by the parties during the fifteen days following the receipt of the claim. This appointment shall be confirmed by the Arbitration Commission.
- 4.2 In the absence of an agreement, the arbitrator shall be appointed as soon as possible by the Arbitration Commission.

Article 5: Challenge and replacement of the sole arbitrator

- 5.1 The party who decides to challenge the sole arbitrator due to a fact brought to its attention or revealed after his/her appointment shall immediately, and at the latest within seven days of becoming aware of the cause of challenge or its revelation, address a motivated claim to the Centre.
- 5.2 After consultation of the parties, the Arbitration Commission shall rule on the admissibility and the well-foundedness of the claim with an ungrounded decision, not subject to appeal.

- 5.3 When the sole arbitrator can no longer exercise or refrains from exercising his/her duties, the Arbitration Commission shall appoint a new sole arbitrator within seven days of the end of the performance of duties by the former sole arbitrator.

Article 6: Conduct of the arbitral proceedings

- 6.1 The sole arbitrator shall not be obliged to draw up any Terms of Reference, as defined in articles 22.2 and 23 of the CEFAREA ARIAS France Arbitration Rules.
- 6.2 After confirmation by the Arbitration Commission, the parties may no longer present a new claim unless they have been expressly authorised to do so by the sole arbitrator.
- 6.3 After consultation of the parties, the sole arbitrator shall take the procedural measures which he/she considers appropriate. He/she shall also determine the number and the volume of exchanges between the parties, notably in terms of pleadings, exhibits, expert reports, witness statements and requests for document production.
- 6.4 At the request of one party or, in the absence of such request and if he/she considers it necessary, the sole arbitrator shall organise a hearing. The hearing shall take place within fifteen days of the date of acceptance of the last pleadings. If no hearing occurs, the procedure shall be conducted solely on the basis of the exhibits.
- 6.5 If he/she considers it necessary in view of the procedure and/or of the dispute, the arbitrator may, following a favourable opinion of the Arbitration Commission, refer the dispute to the ordinary procedure. He shall then remain sole arbitrator unless at least one of the parties requests the appointment of three Arbitrators, in which case the general rules shall be followed for the appointment and subsequent proceedings. In this event, each party shall appoint an arbitrator within eight days, starting from the arbitrator's decision, failing which, the said arbitrator(s) shall be appointed by the Arbitration Commission. The third arbitrator and the President of the Arbitral Tribunal shall be appointed under the conditions of article 16.3 *in fine*.

Article 7: Award

- 7.1 The Award shall be issued within thirty days of the closing of the proceedings. This deadline is not subject to extension, unless all of the parties and the sole arbitrator so agree.
- 7.2 Within thirty days of the notification of the Award, the sole arbitrator may, automatically or at the request of one of the parties, remedy the material errors which would affect the

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Award and complete his/her Award if he/she has failed to rule on a head of claim referred to him/her or if he/she has been asked to interpret the issued Award.