

EXPANSION OF DISPUTE RESOLUTION SERVICES TO BE OFFERED THROUGH AIRROC

New programs designed to assist AIRROC members in the evaluation and resolution of disputes have been added to the Dispute Resolution Procedures (DRP). Consistent with the DRP, the services are based upon the principles of supporting efficiency and fairness of process, transparency and unbiased adjudication of disputes, and developing creative solutions for the advance evaluation and preparation of cases.

In addition to ***PRE-SET NEUTRAL PANELS***, where parties can access and select pre-set three arbitrator panels by agreement, members may obtain a ***CONFIDENTIAL EVALUATION*** of claims, contracts and business issues by experienced arbitrators in the form of consultations, or, by agreement, participate in a streamlined ***NON-BINDING ARBITRATION*** or ***MEDIATION***.

Specific ground rules have been created to aid in the selection and substantive process of these consultancy services.

CONSULTATION, EVALUATION and RESOLUTION SERVICES

This program affords AIRROC members the opportunity to participate in an alternative process for the evaluation and/or resolution of disputes whereby members could engage experienced arbitrators to provide micro-ADR services.

CONSULTATION AND EVALUATION ASSISTANCE

1. A member would retain a single arbitrator to **review and evaluate** a claim, treaty issue, etc. (within an agreed short timeline). The Consulting Arbitrator would sign a retention agreement, agree to strict confidentiality, and to recuse themselves from any formal procedures that take place in the future regarding the subject matter of the assignment. Any documents or materials provided to the arbitrator would be returned at the end of the assignment. The client Contracting Party would agree in writing that the opinions expressed by the arbitrator would not be disclosed or used in any other forum or case involving the arbitrator. In person meetings can be arranged at the member's offices, an AIRROC session and/or by video conference, and continued at the agreement of the client. The member could request that counsel attend, that a mock case presentation be made, or any other evaluation mechanism the members and arbitrator agree. There would be no written opinions issued.

EVALUATION AND MEDIATION ASSISTANCE

2. Two members would retain a single arbitrator to **review and evaluate** a disputed claim, treaty issue, etc. (within an agreed short timeline). The Consulting Arbitrator would sign a retention agreement, agree to confidentiality and to recuse themselves from any formal procedures that take place in the future regarding the subject matter of the assignment.

Any documents or materials provided to the arbitrator would be returned at the end of the assignment. The clients would agree in writing that the opinions expressed by the arbitrator would not be disclosed or used in any other forum or case involving the arbitrator. In person meetings can be arranged at the member's offices, an AIRROC session and/or by video conference, and continued at the agreement of the client. The members could request that counsel attend, that a mock case presentation be made, or any other evaluation mechanism the members and arbitrators agree. There would be no written decision. The client Contracting Parties can have a joint session to discuss the case, mediate it or receive assistance in settling it. The entire process would be non-binding and without prejudice to either party.

NON-BINDING ARBITRATION

3. Two members would retain a single arbitrator to **arbitrate** a claim, treaty issue, etc. (within an agreed short timeline) in a **non-binding process**. The arbitrator would sign a retention agreement, agree to confidentiality and to recuse themselves from any formal procedures that take place in the future regarding the subject matter of the assignment. Any documents or materials provided to the arbitrator would be returned at the end of the assignment. The clients would agree in writing that the opinions expressed by the arbitrator would not be disclosed or used in any other forum or case involving the arbitrator. In person meetings can be arranged at the member's offices, an AIRROC session and/or by video conference, and continued at the agreement of the client. The members could request that counsel attend, that a mock case presentation be made, or any other evaluation mechanism the members and arbitrator agree. Truncated discovery and briefing would take place along and the case can be finalized on the papers or at a hearing. The members (and/or counsel) would work with the arbitrator to determine the logistics of the process. There would be no written decision (unless both parties agree to one). The entire process would be non-binding and without prejudice to either party.

GROUND RULES FOR CONSULTING ARBITRATOR SELECTION

Arbitrators offering this Consulting Service are ARIAS-US certified arbitrators (or other recognized qualification or certification) who are experienced in insurance and reinsurance business and dispute resolution. Consulting Arbitrators can be found on the AIRROC website with a notation on their profile. Importantly, the Consulting Arbitrators commit to the highest standards of conduct including compliance with the ethical guidelines set forth in the ARIAS-US Code of Conduct and the Ground Rules set forth herein.¹

¹ <https://arias-us.org/codeofconduct>

The Consulting Arbitrator and Contracting Party (on behalf of itself and its affiliates) agree that under the following circumstances, a candidate ***shall not serve*** if:

1. The Consulting Arbitrator is currently serving as either an expert witness, umpire or party-appointed arbitrator in matters involving the company with whom the Consulting Party has a dispute.
2. The Consulting Arbitrator currently represents the company with whom the Contracting Party has a dispute.
3. The Consulting Arbitrator is an officer or employee of the company with whom the Contracting Party has a dispute.
5. The Consulting Arbitrator has been a party-appointed arbitrator or expert witness (or combination thereof) for, or on behalf of, the company with whom the Contracting Party has a dispute on three (3) or more prior occasions within the past five (5) years. Arbitrations which did not proceed after the Organizational Meeting shall not be counted. Arbitrations involving all-neutral panels shall also not be counted.
6. The Consulting Arbitrator has been the umpire in cases involving either party or counsel on six (6) or more prior occasions within the past five (5) years. Arbitrations which did not proceed after the Organizational Meeting shall not be counted. Arbitrations involving all-neutral panels shall also not be counted.
7. The Consulting Arbitrator and Consulting Party agree that the Consulting Arbitrator shall not thereafter serve on an arbitration panel where the subject of the consultation is involved. All agree that the fact of the consultancy is subject to future disclosure by the Consulting Arbitrator, as would any arbitration appointment.

The Consulting Arbitrator will agree to confidentiality protections including mandatory document return/destruction policy ensuring that the Contracting Party(ies) can be comfortable knowing that arbitrators will not retain/ warrant not to use, materials for other purposes.

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