

## ARBITRATION RULES

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## **INTRODUCTORY PROVISIONS**

### **Article 1: ARIAS France**

- 1.1 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. ARIAS France is located at 13, rue Taitbout 75009 Paris.
- 1.2 ARIAS France (previously called 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). Any reference to CEFAREA-ARIAS France must now be interpreted as a reference to ARIAS France.
- 1.3 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, ARIAS France aims to ensure the correct conduct of arbitral proceedings, in accordance with the ARIAS France Arbitration Rules (hereafter the “Rules”).
- 1.4 ARIAS France maintains an up-to-date list of approved, competent, impartial and independent arbitrators, with particular expertise in the insurance industry that the parties are free to consult in order to set up the arbitral tribunal.
- 1.5 ARIAS France is managed by a Board of Directors, which appoints an Arbitration Commission responsible for ensuring the application of the Rules.
- 1.6 ARIAS France also has mediation rules as well as a Mediation Committee in charge of monitoring the application of the Mediation Rules.
- 1.7 ARIAS France administers all the arbitrations that refer to it, in accordance with Article 3 of these Rules.

### **Article 2: Definitions**

In the present Rules:

- 2.1 “Centre” shall refer to the independent arbitration entity of ARIAS France, which is solely authorised to conduct arbitration proceedings under the Rules in any of its versions and under the CEFAREA-CMAP Rules.
- 2.2 “Arbitration Commission” shall refer to the independent arbitration entity of the Centre intended to assist with administering arbitral proceedings under the Rules in all situations it covers.

- 2.3 “Arbitration Agreement” shall be understood as meaning both the arbitration clause and the arbitration agreement (*compromis*).
- 2.4 “Counterclaims” shall refer to claims where the respondent in the arbitral proceedings 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, including for the clauses referring to the CEFAREA-ARIAS rules or the CEFAREA-CMAP rules 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 made using the contact form existing on ARIAS France website.
- 4.2 Subject to the parties consenting to communications being made in electronic form exclusively, 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, telephone and email 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 arbitration proceedings shall be regarded as having started as soon as the request for arbitration is registered by the Centre.
- 5.4 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 its registration, the Centre notify the respondent of the request for arbitration with all justifying exhibits.

### **Article 6: Answer to the request for arbitration and counterclaims**

- 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 making a request within a reasonable period one or more extensions of the time limit to submit a reply.

- 6.2 The reply shall notably contain:

- the full name, capacity, address, telephone, email 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, unless the parties agree that the reply be sent electronically.

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 and 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. This power must be submitted to the Arbitral Tribunal.

## **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 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 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.
- 9.3 Articles 9.1 and 9.2 shall also apply to a request for voluntary joinder made by a third party to the arbitration proceedings, who shall act in accordance with Article 5 of these Rules.

### **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**

Subject to the decision of the Tribunal on its jurisdiction, 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 subject to these Rules.

### **Article 12: Consolidation of arbitrations**

- 12.1 The Arbitration Commission may, at the request of one of the parties or of an Arbitral Tribunal, consolidate several pending arbitration proceedings 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 establishes that the amounts involved or the complexity of the case have changed or 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 period indicated on the invoice issued by the Centre or otherwise, upon the expiry of a period of one month from its receipt, if the advance has not been paid and if no party has agreed to remedy the other's default, the Centre shall request the Arbitral Tribunal to suspend its activities. The Arbitral Tribunal shall then set a period 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. The opening rights referred to in Article 5.3 remain valid.

#### **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 in case of suspension of the arbitration 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, the Commission issues a decision on the costs.

### **THE ARBITRAL TRIBUNAL**

#### **Article 15: Confirmation of the arbitrators**

- 15.1 The Centre confirms as co-arbitrators, sole arbitrators and presidents of arbitral tribunals the persons designated by the parties or by application of their special agreements, provided that the declaration they submitted does not contain reservations concerning their impartiality or independence or their declaration with reserves concerning their impartiality or independence does not lead to any challenge. If the Centre considers that a co-arbitrator, a sole arbitrator or a president of an arbitral tribunal cannot be confirmed, it may refer this matter to the Commission which shall rule by a decision that does not have to be substantiated and is not subject to appeal.
- 15.2 The Arbitral Tribunal is deemed established when the Centre or, as the case may be, the Commission, confirmed the appointment of all arbitrators.

**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. In this case, Article 16.3 shall apply.
- 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.

**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, in accordance with Article 15.
- 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 by the other party or after confirmation by the Commission shall immediately, and at the latest, on pain of forfeiture, within thirty days of becoming aware of the cause of challenge or its revelation, submit a substantiated request to the Centre.
- 18.2 If the arbitrator whose independence and impartiality have been challenged does not wish to withdraw, the Arbitration Commission shall decide on the admissibility of the challenge as well as, if applicable, on its merits, after the Centre has given the opportunity to the arbitrator in question, the other parties and any other member of the tribunal if applicable, to submit their observations in writing within a reasonable period of time. These observations are sent to the parties and arbitrators. The decision issued by the Arbitration Commission shall not be substantiated or subject to appeal. The substantiation may be sent to the party making a request within 15 days of the Commission's decision.
- 18.3 The arbitration proceedings shall be suspended until the pronouncement of the decision of the Arbitration Commission.

#### **Article 19: Replacement of arbitrators**

Where an arbitrator can no longer perform or fails to perform his/her duties in accordance with the Rules , or in case of challenge in accordance with Article 18.2, 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 to it all the relevant elements for the understanding of the dispute.

### **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 a schedule for the proceedings. These documents shall be notified for information 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, telephone numbers, emails;
- the identities of counsel to the parties, if applicable, and their addresses, telephone numbers, emails;
- 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 or validation by the Arbitration Commission, the parties may only file new claims if they fall within the scope of the Terms of Reference, unless authorised by the Arbitral Tribunal which takes account of the nature of new claims, the pending proceedings and any relevant circumstance.

#### **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 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 to the arbitrator all the necessary elements for the understanding of the dispute. All communications or notifications shall be sent directly by the parties to the arbitrator who shall then forward a copy to the Centre by electronic means if the parties have so agreed.

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 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 may rule as *amiable compositeur*, *ex aequo et bono*, only if the parties have so provided.

**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 and/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 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 on the date on which they have been suspended and for the time remaining before suspension. The Arbitration Commission shall inform the parties of the same by recalling the principle of confidentiality provided for by the mediation rules of 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 Terms of Reference, in particular by the procedural schedule drawn up by the Arbitral Tribunal and accepted by the parties.
- 31.3 This time limit may be extended by the Arbitration Commission upon reasoned request of the Arbitral Tribunal or automatically if it deems necessary. The Commission which has not been notified before the expiry of this time limit may still acknowledge its extension if the arbitral proceedings have continued without any challenge by the parties.

### **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, in writing or electronically.

### **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 shall draw the attention of the Arbitral Tribunal to any issue it deems necessary for the proper enforcement of the award.

### **Article 35: Notification of the Award to the parties**

- 35.1 Subject to the full payment of the arbitration costs, the Centre shall send by email to each party a copy of the Award, with a copy to their counsel. Copies certified by the Centre may subsequently be issued by post to individual parties at their request.

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 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.

## **ANNEXE TO THE ARIAS FRANCE ARBITRATION RULES**

Between 2012 and 2017 ARIAS France (formerly CEFAREA ARIAS) has entrusted to CMAP the conduct of arbitration proceedings concerning it.

This cooperation agreement led to the drafting of common rules “CEFAREA-CMAP” Rules specifically dedicated to insurance and reinsurance proceedings and initiated with reference to the reputation of ARIAS and ARIAS France network.

This partnership ended on 29 September 2017 and therefore made obsolete the CEFAREA-CMAP Rules.

ARIAS France took over the entire responsibility and competence to conduct arbitration proceedings in the insurance and reinsurance sector by making reference to its name and procedures which are now governed by the last rules in force available on our website.

Therefore, any referring to CEFAREA-CMAP Rules must be understood as making reference to these Rules, which replaces any other rules.