

Arbitration Process Rules

PREAMBLE

The **onlineARBITRATION.net** process has been created to ensure fairness and integrity when settling disputes between participating entities. The *Arbitration Process Rules* contained herein will govern all submitted subrogation dispute resolution matters.

SECTION ONE – Prerequisite

As prerequisite to utilizing the **onlineARBITRATION.net** process, the involved parties must first communicate post-loss in an attempt to answer the question of who is responsible for payment to whom. The minimum requirement of the party initiating this arbitration process is that they provide an accurate adverse party claim number, contact representative, and an email address for said contact person. Failure to meet this minimum criteria may result in the case being dismissed or a decision being vacated, but it will not absolve the case-originating Plaintiff from the provisions detailed in SECTION SEVEN herein.

SECTION TWO – Scope of Authority

- 2-1 Matters being administered by the **onlineARBITRATION.net** process are for subrogation disputes within the fifty (50) United States and the District of Columbia. Any entity that signs the **Participant Agreement** becomes a process *Participant* only for the programs and liability exposure limits chosen on page 2 of their Agreement. Any party agreeing to utilize the **onlineARBITRATION.net** process, whether as a *Participant* or otherwise, agrees to abide by, and be bound by, the *Arbitration Process Rules* set forth herein.
- 2-2 The minimum amount being sought by an original case-submitting Plaintiff party must be equal to or greater than \$5,000. There is no minimum dollar threshold requirement for counterclaims filed by an originally named Defendant filing as counter-Plaintiff or for companion files initiated by other parties to the loss.
- 2-3 The **onlineARBITRATION.net** process has no maximum sought dollar amount limitation that precludes a disputed matter from being decided by this process. However, a *Participant* may limit their compulsory usage based on their election in the *Participation Limits* section of their *Participant Agreement*.
- 2-4 The terms and conditions of these Arbitration Process Rules are considered en force when a) all named parties to a case submission are *Participants* as defined by Rule 2-1 herein, or b) evidentiary proof is provided verifying that any/all non-*Participants* have agreed to participate for the specific matter being brought before the process. This evidentiary proof may consist of either a letter on the consent-granting party's corporate letterhead, or an email from the consent-granting party's corporate email domain. A non-*Participant* party is deemed to have granted participation consent by responding to a case submitted against them and is bound by all Process Rules.
- 2-5 A non-*Participant* may only file as an original Plaintiff against a *Participant* Defendant with the *Participant's* permission. Consistent with Rule 2-4, such permission must be provided via either written consent on *Participant* Defendant's letterhead or an email from the *Participant* Defendant's corporate email domain and is to be included in the evidence submission by the non-*Participant* Plaintiff. The *Participant* Defendant will be

deemed to have granted consent by responding to a case submitted against them by the non-*Participant* Plaintiff party even if absent written consent as described herein.

- 2-6 Any named Defendant party may implead other, unnamed party(ies) to a case at the time of their response and at their sole discretion. Any impleaded party's participation is considered binding to this process when Rule 2-4 has been complied with. Should an impleaded party fail to participate by complying with the conditions set forth in Rule 2-4, as determined by the assigned Arbitrator, the case may be removed from the process, or proceed to hearing with the dispute being limited to findings only involving interest between the appropriately participating parties. Any impleaded party is subject to the response time guidelines detailed in Rule 3-5 and its subsets.
- 2-7 *Participants* and consenting non-*Participants* agree that the recourse of any decision rendered by this process is limited to the instruction provided by Rule 4-7 herein.
- 2-8 A matter decided in any other dispute resolution venue may not be submitted to the **onlineARBITRATION.net** process. A matter withdrawn from another dispute resolution venue prior to final disposition may be submitted to the **onlineARBITRATION.net** process.

SECTION THREE – The Process Defined

- 3-1 All decisions rendered via the **onlineARBITRATION.net** process will be decided by qualified, industry-experienced arbitrators, whose credentials are deemed acceptable and appropriate by the **onlineARBITRATION.net** process administrator.
- 3-2 The subject matter dispute to be decided by the arbitrator(s) may be for liability apportionment, or damages, or both liability apportionment and damages, as determined by the Plaintiff or counter-Plaintiff party, or parties, accordingly. Coverage matters may also be decided by the appointed arbitrator(s) as deemed necessary, and consented to, by the involved parties.
- 3-3 There must be a minimum of 30 calendar days between the date-of-loss and the date an original Plaintiff case is submitted into the **onlineARBITRATION.net** process. By submitting a case into the **onlineARBITRATION.net** process, the Plaintiff certifies that the Prerequisite, described in SECTION ONE of these Rules, has been met.
- 3-4 The Plaintiff case submission process is to be initiated via the **onlineARBITRATION.net** website application. Potential paper submissions to the process will only be considered on an individual, as-needed basis, requiring preapproval by the process administrator.
- 3-5 The case submission process will follow the “submission-response-rebuttal” format for all involved parties. An original Plaintiff will be allowed to rebut an original Defendant's response; in a like manner, a counterclaim-submitting Defendant (now the counter-Plaintiff) will be allowed to rebut the original Plaintiff's response as counter-Defendant to said counterclaim, consistent with the timelines and details described herein.
- 3-5.1 A named Defendant seeking damages arising from the same incident/loss as named in the original case submission, may submit a counterclaim, thus

becoming a counter-Plaintiff. A fee will be charged to the counter-Plaintiff consistent with SECTION SEVEN of these Rules.

- 3-5.2 Once notified that a case has been filed against them, a Defendant must submit their response or counterclaim within 30 calendar days from the date notification was sent from the **onlineARBITRATION.net** process. The original case and any submitted counterclaim(s) will be heard together. Should the Defendant party, or parties, fail to submit their response or counterclaim within the 30 calendar days described herein, the matter will be forwarded to an arbitrator for adjudication, and any such decision will be considered en force consistent with Rule 4-1, so long as the Defendant party or parties named meet the requirements set forth in Rule 2-4 as valid process *Participants*.
- 3-5.3 The original case-submitting Plaintiff/counter-Defendant, will be notified of any counterclaim submission against them and have ten (10) calendar days from the date of such notification to amend its allegations in response to the allegations made by the counterclaim-filing, original Defendant. Should the 10 calendar days pass or expire absent any such original Plaintiff amendment to its case submission, the original case and subsequent counterclaim will be forwarded to an arbitrator for adjudication, and the decision shall be considered final and binding as described in Rule 4-1.
- 3-5.3.1 If a counter-Defendant submits a response, the counter-Plaintiff will have ten (10) calendar days from the date said response is received to rebut those allegations. The matter will be forwarded to the decision-rendering arbitrator when, a) the counter-Plaintiff's allowable rebuttal is received, or 2) the ten (10) day period has expired absent said rebuttal, or 3) the counter-Plaintiff waives its rebuttal rights via the appropriate **onlineARBITRATION.net** process option.
- 3-5.4 Should a Defendant respond but submit no counterclaim, the original Plaintiff will have ten (10) calendar days to rebut the Defendant's allegations from the date notification is sent to the Plaintiff that the Defendant's response has been received. The case will thereafter be sent to an arbitrator for decision when any of the following conditions are met: 1) the Plaintiff's rebuttal is received within the ten (10) day period referenced herein, or 2) Plaintiff party notifies the process administrator via the option within the **onlineARBITRATION.net** process that they waive said ten (10) day period, or 3) the ten (10) day period passes and no rebuttal is received from the original Plaintiff.

3-6 **Extension process defined.** An Extension is any delay in the normal, scheduled workflow timeline of a case submitted to The Dispute Resolution Organization. There are two types of extensions: a 30-day Extension and a Lengthy Time Extension. Both are described herein as Rules 3-6.1 and 3-6.2 respectively.

3-6.1 **30-day Extension.** Any involved party, whether as Plaintiff or Defendant, may request and receive a 30-day Extension, without justification or cause, at any time during the case submission process. Each party is limited to one such request. Once a case reaches "At Hearing" status, no request for a 30-day Extension will be granted. The aforementioned 30-day request may not be used in conjunction with a 90-day, 180-day, or one-year extension as described by Rule 3-6.2 herein.

3-6.2 **Lengthy Time Extension (LTE).** A Lengthy Time Extension is defined as an extension for a period of 90 days, 180 days, or one calendar year in duration. Any

involved party, whether as Plaintiff or Defendant, may request that a submitted case be delayed from an anticipated scheduled hearing date. The Extension Requesting party must choose whether the case is to be extended for 90-days, 180-days, or for one full calendar year. The 90-, and 180-days extensions are one-time only options. The one-year extension may be renewable with cause. All LTE Requests must be justified and supported, and will be upheld/granted or denied by the qualified, assigned arbitrator of the case. If an arbitrator rules that insufficient cause exists to grant the LTE Request, the case will be eligible for decision-rendering seven (7) calendar days from the date of the request denial. During the seven (7) day period referenced herein, the party denied their Lengthy Time Extension (LTE) Request may appeal such ruling. An arbitrator who has not rendered the original denial of the LTE Request will decide the Extension Appeal. Should multiple parties to a case submit LTE Requests, the originally assigned arbitrator will rule on each request independently and in accordance with the aforementioned process. The arbitrator may approve one or more of the Lengthy Time Extension Requests, or deny any or all LTE Requests. Should multiple requests be successfully justified, the most-lengthy approved LTE will take precedence. No LTE will be allowed to extend the Appeals process timeline as defined in Rule 4-7. Lengthy Time Extension Requests and Extension Appeals are subject to the applicable fee(s) detailed in SECTION SEVEN of these Rules. PLEASE NOTE: The Lengthy Time Extension process is separate and apart from the 30-day Extension described in Rule 3-6.1 herein. However, an involved party may NOT request or exercise both a 30-day Extension AND a Lengthy Time Extension. As it pertains to a Lengthy Extension Request, agreement by all involved parties constitutes sufficient cause to grant its approval by an arbitrator.

- 3-7 Any Defendant party, or parties, may only submit their response(s), or counterclaim(s), via the **onlineARBITRATION.net** website application. No paper responses or counterclaims to the process will be accepted, except as consistent with Rule 3-4.
- 3-8 The appointed arbitrator will render decisions on the original case submission and any related counterclaim(s) during the same hearing proceeding.
- 3-8.1 Should any assigned arbitrator recuse them self from the decision-rendering process for any reason, the process administrator, at their sole discretion, will reassign the matter to an available arbitrator of their choosing.
- 3-9 Legal fees may be sought in conjunction with any case submitted. These fees must be listed within the application where indicated, substantiated in the accompanying allegations, and have supporting evidence citing the state statute allowing for legal fees collection if applicable in order for them to be considered.
- 3-10 Affirmative pleadings or defenses must be raised or plead in the appropriate section of the **onlineARBITRATION.net** application in order to be considered. If a denial of coverage is being pleaded, appropriate evidentiary materials must be included to substantiate said pleading.
- 3-11 All original decisions and decisions resulting from a Rehearing (see Rule 4-7) will be rendered by a single arbitrator. A panel of three arbitrators will be used for appellate-level decisions only. The majority decision of the participating arbitrators at the

appellate level will prevail, and said majority decision will be considered final and binding consistent with Rule 4-1 with no further recourse available.

- 3-12 For all cases submitted via **onlineARBITRATION.net**, the Plaintiff must provide a valid, working email address for the Defendant(s) contact named. **onlineARBITRATION.net**, as administrator of the process, will notify the named adverse party(ies) to a case submission against them via electronic communication. The notification described herein to a Defendant party(ies) is to include an imbedded link directing the recipient to the specific case so named on the notification. If notification attempt to any party(ies) fails, the process administrator will notify the original Plaintiff party of such failure. The Plaintiff will be responsible for obtaining a valid email address within 10 calendar days of being notified by the process administrator that the email address originally provided is invalid, in order for the matter to proceed. Failure to comply with this requirement will result in the matter being administratively withdrawn. If administratively withdrawn, the Plaintiff party will remain subject to the provisions of SECTION SEVEN.
- 3-13 The amount being sought by the Plaintiff or counter-Plaintiff should include their insured's deductible interest. The *Damages* section within the **onlineARBITRATION.net** process provides an entry option to separately list any such amount sought.

SECTION FOUR – Case Adjudication & The Decisions Rendered

- 4-1 The law of the land where the loss occurred applies. The decision of the arbitrator is to be considered final and binding, subject to the Rehearing / Appeal process detailed in Rule 4-7.
- 4-2 A case will be sent to an arbitrator when a) a Defendant's response is received, with or without an accompanying counterclaim, and the original Plaintiff's allegations edit timeframe has passed consistent with Rule 3-5 and its subsets, or b) 30 days after the Plaintiff's submission is received if no Defendant response or counterclaim is received and Rule 2-4 has been complied with.
- 4-3 There will be no such ruling as a no-answer decision in the **onlineARBITRATION.net** process. Though a case may go to hearing pursuant to Rule 4-2 absent a response from a Defendant or counter-Defendant, the Plaintiff or counter-Plaintiff maintains the *prima facie* burden of proof to substantiate a favorable liability apportionment ruling and/or an award for the damages amount they seek to recover. Failure to respond is not to be considered an admission of acceptance of the adverse party's allegations.
- 4-4 An arbitrator may delay the deciding of a case and request of any involved party briefs of law or any materials he/she deems necessary to clarify an allegation raised or an evidence item submitted in the original case submission or counterclaim, including but not limited to policy limits language. It is the responsibility of the *Participants* to provide the arbitrator(s) with the necessary research, case law, or statutory authority where applicable, to substantiate a rule or law in order within 10 days from the date the arbitrator makes their request for the arbitrator to consider a raised, referenced, or cited rule or law. If requested materials are not received within 10 days as referenced herein, the arbitrator will render their decision absent the requested materials and the decision will stand as described in Rule 4-1.

- 4-5 By viewing case materials, and/or rendering a decision, and/or providing a detailed Decision Explanation, the involved arbitrator(s) certify that they will render a fair and unbiased decision. Failure to comply with the ethical guidelines inherent within this Rule may result in an arbitrator being barred from rendering decisions on future cases submitted to the **onlineARBITRATION.net** process, and/or a monetary fine, and/or an ethics investigation with or by their state bar association, if applicable. Furthermore, the arbitrator(s) agree to be bound by the legal profession's code of ethics standards, including keeping as privileged and confidential any and all information pertaining to any user, company, matter or process function, inherent of the **onlineARBITRATION.net** process and/or its *Participants* as defined herein. *Participants* as defined in Rule 2-1 agree to waive any conflict of interest, or potential conflict of interest claims for any matter submitted to this arbitration process. Should an arbitrator determine that he or she cannot render a fair and unbiased decision, the arbitrator must immediately notify the process administrator, withdraw from the case, and adhere to the confidentiality provisions as stated herein.
- 4-6 Decisions will only be communicated to the involved parties via electronic notification and/or posting via the **onlineARBITRATION.net** website, unless other arrangements between a *Participant* company, or user, and the **onlineARBITRATION.net** process administrator has been made and agreed upon in advance.
- 4-7 **The Appellate Process Defined.** Any original case decision is subject to a Case Review and subsequently an Appeal by the process detailed herein. Any involved party to a case may initiate the process as described in this Rule. A party sending a decided case into this appellate process must do so within 30 calendar days from the date of the original decision being rendered (see the Activity Log section on the Case Summary screen within the application to determine the Original Decision Date). Should the 30 calendar days from the date of the original decision pass or expire, the original decision will stand as final and binding with no other available avenue for review or recourse. If a party sends a case to this appellate process at any time during the 30-day window of opportunity to do so as described herein, the matter will be sent to a Case Review arbitrator on the 31st day after the original case decision has been rendered. The first step in the Appellate Process is a Case Review. Only one such Review, and subsequently the Appeal if applicable (collectively known as the "Appellate Process"), will be granted per party, per case, submitted to the **onlineARBITRATION.net** process.
- 4-7.1 **Case Review.** A Case Review is a decided matter being inspected by a different arbitrator from the one who rendered the original decision for the purpose of ensuring there is evidence to support the original decision, and validating the reasonableness of the original decision based on the facts provided. An arbitrator who did not render the original decision will render the Case Review decision and write its corresponding Explanation. No new evidence, no new sought damages, and no altering of the originally submitted allegations will be allowed prior to the Case Review. The party or parties requesting the Case Review may submit a Case Review Brief to explain to the newly appointed Case Review arbitrator the basis for their request that the matter be reviewed. The Case Review arbitrator will consider the originally rendered decision and the original Decision Explanation as part of this process. Should the Case Review

arbitrator's decision affirm the original decision, the original decision will stand as final and binding with no other available avenue for review or recourse. If a Case Review arbitrator does not affirm the decision of the original arbitrator, the Case Review arbitrator will render a decision of his or her own. The case will then follow the provisions detailed in Rule 4-7.2.

4-7.2 **Appeal.** If a Case Review arbitrator does not affirm the decision of the original arbitrator, and renders a decision of his or her own, DRO will automatically forward the case to a third, Appellate-level arbitrator 30 days after the Case Review arbitrator renders their aforementioned newly determined decision. During this 30-day period, the involved parties may negotiate a settlement between themselves. No new evidence, no new sought damages, and no altering of the originally submitted allegations will be allowed prior to the Appeal Hearing. The assigned Appellate arbitrator may not have issued either the original decision or the Case Review decision. The Appeal arbitrator will affirm either the original decision or the Case Review decision based solely upon which of the decisions is more reasonable based on its evidentiary support. The Appeal decision is final and binding and not subject to any further inquiry, review, appeal, or further recourse. The Appellate Process defined herein may consider: improper application of law, failure to consider provided evidence, or any other oversight or omission that may materially affect the outcome of the matter.

4-7.3 **Fee.** The fee associated with this process is detailed in SECTION SEVEN herein. Within the **onlineARBITRATION.net** application and/or this arbitration process, this process may be known as, referred to as, or generally described as, "the appeals process" or "the appellate process".

4-8 Clerical and/or jurisdictional errors will not be subject to the Rehearing / Appeals process. Correctable errors include, but are not limited to, mathematical entry errors, the inadvertent switching of parties, or the failure to properly raise an available affirmative pleading or defense, such as a policy limits existence. Such errors will be corrected by the process administrator after consulting with, and receiving confirmation from, either the process user or the arbitrator(s) rendering the case decision that such an error has, in fact, occurred. The corrected decision information will then be posted, and the affected parties will be duly notified.

4-8.1 The existence of a clerical and/or jurisdictional error must be brought to the attention of the process administrator within 30 days of the decision being rendered.

SECTION FIVE – Post-Decision Award Payment Procedures

5-1 The party or parties owing payment to an adverse party must honor the arbitrator-rendered decision awards within thirty (30) calendar days from the date-of-decision as indicated in the 'Decision Results' section of the **onlineARBITRATION.net** process.

5-2 Should a party fail to honor an award as stipulated in Rule 5-1, the prevailing party owed the award or payment must follow the steps detailed below:

5-2.1 Attempt to obtain payment via written request for such payment from the adverse party's named contact on the original case submission. Where possible,

it is recommended to attempt contacting the non-paying party's senior-most local authority.

- 5-2.2 Should the award remain unpaid for an additional thirty (30) days, the prevailing party's representative may notify, via email, the **onlineARBITRATION.net** process administrator, who will then attempt to intercede on their behalf and assist in facilitating payment.
- 5-2.3 Should such intervention by the process administrator fail to elicit proper, complete and prompt payment per the decision award within an additional thirty-days period, the owed party, at its option, may initiate a legal proceeding to pursue collection of said award. The prevailing party will be entitled to all costs associated with the pursuit of said collection of award until which time payment has been received unless otherwise deemed by local jurisdictional authority.
- 5-3 The party making payment, in conjunction with the liability apportionment percent awarded in the original decision, will honor any supplemental damages being sought by an awarded-to party if the supplemental damages sought by the awarded-to party are raised within thirty days of the original decision being rendered. It is at the discretion of the party making payment to contest the validity of such supplemental damages being sought and/or any supplemental damages sought after the aforementioned thirty-day post-decision timeframe. Such a contestation may be brought to the **onlineARBITRATION.net** process via a newly submitted arbitration case with the party making payment now becoming the Plaintiff party, and subject to all Plaintiff provisions outlined herein. In these matters, the original liability decision may not be questioned or disputed (see Rule 2-8). Only the sought amount(s) may be challenged.
- 5-4 The payments to be made as a result of an arbitrator decision should only be made to the named Plaintiff or counter-Plaintiff as defined in Rules 2-1 and 2-4 that is owed the award, and will proportionally include any deductible interest amount. Payment to an insured party does not satisfy the award regardless if such payment was made prior to or subsequent of the disputed matter being decided by this process, unless mutually agreed upon by the participating parties in writing.

SECTION SIX – Administrative Guidelines

- 6-1 The original case-submitting company, the Plaintiff, will incur a fee payable only to the **onlineARBITRATION.net** process as defined by Rules 7-1, 7-2, and 7-3 herein. Any Defendant party submitting a counterclaim, thus becoming a counter-Plaintiff, will also incur a case submission fee payable only to the **onlineARBITRATION.net** process as defined by Rules 7-1, 7-2, and 7-3 herein.
- 6-2 Per case, any Defendant party participating in the process solely to defend itself against making a payment to an adverse party, and seeking no monetary award for damages it has or may have incurred via the submission of its own counterclaim, will not be charged a fee for its participation in the **onlineARBITRATION.net** process.
- 6-3 Evidence submissions will only be accepted via the **onlineARBITRATION.net** website application. Any evidence submitted via the United States Postal Service, or any other delivery method, will not be included in the case materials, and therefore not be

considered by the arbitrator(s), unless arranged for and preapproved by the process administrator prior to such evidence being submitted as detailed in Rules 3-4 and 3-7.

- 6-4 Hearing Options will be allowed only if consistent with the following conditions:
- 6-4.1 The intent must be indicated in advance, in the 'Requests' section of the web-based case submission process.
 - 6-4.2 DRO will provide the mechanism for Hearing Option participation. An online meeting service provider (ie. WebEx, Go To Meeting, etc.) and/or telephone conference calling service will be the most frequently used methods for connectivity between the requesting party or parties and the decision-rendering arbitrator. Any extraneous requirements and their associated costs incurred in this Hearing Option process outside the scope of what DRO provides become the sole responsibility of the requesting party. Any Hearing Option connectivity alternative other than that which is described and provided by DRO referenced herein must be approved by DRO before it will be accepted for use, and is strictly limited to an "as needed per case" basis.
 - 6-4.3 Any Plaintiff or Defendant participation is limited to the sole purpose of clarification of a point of interest, or explanation of an evidence item submitted, as requested by the decision-rendering arbitrator.
 - 6-4.4 Insureds and/or witnesses do not qualify for participation in any Hearing Option as described herein under any circumstances.
 - 6-4.5 Any party participating in the Hearing Option process as defined herein will be dismissed from the process prior to a decision being rendered. The decision of the arbitrator will subsequently be made available consistent and only in accordance with Rule 4-6.
 - 6-4.6 Any party requesting a Hearing Option will be charged a fee in accordance with SECTION SEVEN, as detailed herein.

SECTION SEVEN – Services Pricing

- 7-1 **\$90** – A filing fee of \$90 will be charged to any Plaintiff or counter-Plaintiff party participating in the **onlineARBITRATION.net** process that is seeking to recover money from an adverse party, or parties, when the amount being sought by said Plaintiff or counter-Plaintiff party is less than \$5,000.
- 7-2 **\$250** – A filing fee of \$250 will be charged to any Plaintiff or counter-Plaintiff participating in the **onlineARBITRATION.net** process that is seeking to recover money from an adverse party, or parties, when the amount being sought by said Plaintiff or counter-Plaintiff party is equal to or greater than \$5,000 and less than or equal to \$25,000.
- 7-3 **1%** – A filing fee equal to 1% of the total amount being sought will be charged to any Plaintiff or counter-Plaintiff participating in the **onlineARBITRATION.net** process that is seeking to recover money from an adverse party, or parties, when the amount being sought by said Plaintiff or counter-Plaintiff party exceeds \$25,000.
- 7-4 **Appellate Process.** The following is the fee associated with the Appellate Process as described in Rule 4-7 and its subsections herein.

- \$1,500** – Any party to a case submitted to the **onlineARBITRATION.net** process that initiates a post-decision Case Review as described in Rule 4-7.1 will incur a fee of \$1,500, or an amount equal to the original case submission fee, whichever is greater. No fee will be charged to any involved party should DRO move the case to the Appeal level pursuant to the provision provided in Rule 4-7.2.
- 7-5 **Extension Fees** – In accordance with Rule 3-6, the following fees apply and will be billed to the party or parties initiating a Extension Request or appealing a Extension Request decision. A 30-day Extension will be billed at **\$50**. A 90-day Lengthy Time Extension will be billed at **\$100**. A 180-day Lengthy Time Extension will be billed at **\$150**. A one-year Lengthy Time Extension will be billed at **\$300**. Any subsequent one-year LTE(s) will also incur a **\$300** fee billed to the requesting party or parties. An Extension Appeal will be billed at **\$150**. See Rule 3-6 for the procedural guidelines governing the entire Extension process.
- 7-6 **Hearing Option** – Any/each party requesting a Hearing Option in accordance with Rule 6-4 herein, will be charged a fee of **\$100**, plus any costs incurred by DRO in securing an acceptable communications method.

SECTION EIGHT – Authority to Modify and Indemnification

- 8-1 The **onlineARBITRATION.net** process administrator retains the right to modify, add to, or delete from, the *Arbitration Process Rules* defined herein and assumes the responsibility of notifying any such changes by means of electronic communication, including but not limited to email notification, posting on the **onlineARBITRATION.net** website home page, and/or announcement via printed industry publication(s), as it deems thorough and appropriate.
- 8-2 *Participants* and/or non-*Participant* qualifying parties of the process as defined by the Rules herein understand that the appointed arbitrator(s) is/are not representing either party as legal counsel nor practicing law nor rendering legal advice with regard to issues, decisions, or matters pertaining to the **onlineARBITRATION.net** process.
- 8-3 *Participants* and/or non-*Participant* qualifying parties of the process as defined by the Rules herein agree to indemnify and hold harmless the arbitrator(s) from any ramifications of the process or decisions rendered. For the purposes of reviewing case materials and/or rendering decisions, the arbitrator(s) are not “practicing law” as defined by the several state statutes.
- 8-4 *Participants* and/or non-*Participant* qualifying parties of the process as defined by the Rules herein agree to indemnify and hold harmless the company, managers, officers, employees, agents or others associated directly or indirectly with the **onlineARBITRATION.net** process from any negligence, act, or omission concerning the processing, administration, or decision-rendering process of any arbitration matter conducted under the *Participant Agreement* and/or governed by these *Arbitration Process Rules*.

SECTION NINE – Definitions

The following words and phrases appear within the DRO Process Rules. These definitions are listed to help provide clarity to those utilizing our process.

Affirmative Defense – the assertion of a rationale for the express purpose of barring an arbitrator from deciding or ruling upon allegations made by one party against another; such an assertion does not directly address the allegations of an adverse party, it only argues the validity of the allegations of the adverse being ruled upon

Affirmative Pleading – the assertion of a rationale that supports one’s position, or rebuts the position or allegations of another, adverse party

Appeal – the overall term used to describe the process by which a rendered decision is to be challenged; also known as the Appellate Process, an appeal begins with a Rehearing (see below), and if further contested, proceeds to the appeal level at which a panel of three decision renderers will determine the case’s outcome

Appellate Briefs – a submitted, written description of a party’s position relative to a case whose decision has been challenged via the Appeal process

At Hearing – a form of Case Status (see below) in which the involved parties to a matter have submitted their case materials and now the matter is in the hands of the decision-renderer

Case Status – a position within the lifecycle of a case that defines what has been completed, and what is the next step to be taken (ie. when a status is shown as *Defendant Response*, it means the Plaintiff has entered their case against an adverse party, or parties, and is awaiting their response)

Clerical Error – a correctable mistake involving human involvement or interaction, such as a mathematical calculation or the unintentional mishandling of documentation

Defendant(s) – the party, or parties, from whom recovery is being sought

Extension – an additional period of time given to a party to meet an obligation; in the DRO process this additional time period is for 30 days and does not require justifiable cause in order to be granted

Implead – to bring a previously unnamed party into an action because they may be liable to the impleading party for all or part of the claim against that party; to accuse; impeach; to bring an action against

Jurisdictional Error – a mistake involving the capacity to render a decision; an example being where a party agrees to participate in our process for property cases in which their liability limit is \$50,000, and a case naming them as a potential at-fault party and involving more than \$50,000 is adjudicated without their consent; such an instance is outside the approved jurisdiction of our process, and therefore is, by definition, a Jurisdictional Error

Lengthy Time Extension – an additional period of time granted to a requesting party to meet an obligation; in the DRO process, this additional time period may be for 90 days, 180 days, or one calendar year; a Lengthy Time Extension (LTE) may only be granted to the requesting party if justified by cause; the 90-day and 180-day extensions are one-time only occurrences within any one matter in the DRO process; the one calendar year extension may be renewable with cause

Participant – a company that voluntarily chooses to utilize the DRO process as an alternative dispute resolution method for determining matters in which they and an adverse party cannot mutually agree on matters including, but not limited to, liability apportionment and/or damages amounts to be paid

Participant Agreement – a binding document that expresses a company’s desire to utilize the DRO arbitration process instead of litigation to resolve disputes between adverse parties when an agreement on settlement terms cannot be mutually agreed upon (see *Participant* above)

Participation Limits – expressed as a dollar amount, this is the extent to which a party wishes to be bound to the process to, making their participation compulsory (ie. in the Property program, our Participation Limit is \$50,000; if more than \$50,000 is being sought from us by an adverse party, we may consent to use this process, or we may choose for the matter to be decided by a different dispute resolution process such as litigation)

Plaintiff(s) – the party, or parties, seeking to recover money from another, at-fault party or parties

Prerequisite – something required as a prior condition; this must happen before that

Prima Facie – having the ability to stand on one’s own merit; other definitions include plain or clear, self-evident, obvious

Rebuttal – to refute or disprove, especially by offering a contrary allegation or argument

Rehearing – an original case submission being reviewed and decided by another party after the original decision has been rendered; the first step in the appellate process

Sources: dictionary.com, Black’s Law Dictionary, The Dispute Resolution Organization’s Process Rules descriptions, Wikipedia, Farlex