

Consolidated Arbitration Rules



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1. Applicability of Rules

The parties to a dispute shall be deemed to have made these Consolidated Arbitration Rules a part of their arbitration agreement and shall be legally bound to comply with these Rules whenever they have provided for arbitration by United States Arbitration & Mediation Midwest, Inc. (hereafter "USA&M"). These Rules and any amendments or modifications thereof shall apply in the form existing at the time arbitration is initiated, and shall be considered in conjunction with, and not in lieu of, any applicable statutory arbitration provisions. Notwithstanding the foregoing, any procedure, rule of decision, or other arbitration clause specifically agreed to by the parties in their arbitration agreement shall govern over and supersede any contrary provision of these USA&M rules.

2. Initiating Arbitration Without an Arbitration Agreement

To file for voluntary arbitration with USA&M, one or more parties to a dispute should contact USA&M with the names, addresses, telephone numbers, fax numbers, and email addresses of all parties or representatives and a brief description of the dispute. Each party will then be sent explanatory materials and preliminary documents. Written confirmation of the agreement to arbitrate must be submitted to initiate the arbitration process, along with payment of the filing fee required by the then prevailing USA&M Arbitration Fee Schedule. Rules (3)b-(3)g are incorporated herein by reference.

3. Initiating Arbitration With an Arbitration Agreement

- a. A party wishing to initiate arbitration pursuant to an arbitration agreement (hereafter the "Claimant") must file an original of the Claim with USA&M, together with the appropriate filing fee required by the then prevailing USA&M Arbitration Fee Schedule. The Claim must include a description of the dispute, the specific relief sought, the address, telephone number, fax number, and e-mail address of the Claimant or representative, and a copy of all supporting documents, including the underlying arbitration agreement. Parties may stipulate to the use of USA&M, and its Arbitration Rules even if other arbitration services or rules are referenced in their contract.
- b. USA&M will confirm receipt of the Claim to the Claimant after assigning a case number to the Claim. The claimant must then serve notice and a copy of the Claim, as required by contract and/or these Rules, to the other party(ies) (hereafter "Respondent"). USA&M is not responsible for providing legal notice of a claim to the parties involved in arbitration.
- c. All documents required for the initiation of arbitration under these rules may be served on a party by mail addressed to the party, or its representative, at the last known address or by personal service.
- d. Claimant must file an affidavit of service within ten (10) days of serving each Respondent with a copy of the Claim. Each Respondent shall file an Answer to the Claim describing its defenses within twenty (20) days after receipt of service of the Claim, along with the address, telephone number, fax number, and e-mail address of each Respondent or representative.
- e. A Counterclaim describing the dispute and relief sought may be filed by a Respondent(s) if filed and served on the Claimant within the time for filing Respondent(s)' Answer and if Respondent(s) remits the appropriate fee.

- f. A party desiring to make any new or amended claim or counterclaim may do so by filing same in writing with USA&M and serving a copy on all other parties. The parties served with said claim and/or counterclaim may file a responsive pleading by filing same with USA&M and serving a copy on the party making said claim and/or counterclaim within the time prescribed for filing Respondent(s)' Answer. No new or amended claim or counterclaim may be submitted after the appointment of an arbitrator without the written consent of the arbitrator.
- g. Faxed, electronic filing, and overnight delivery of all pleadings and notices is permitted provided that no arbitration will be deemed initiated or any other pleading deemed filed without contemporaneous payment of the required fees, if any.

4. Expedited Hearing Option

By contract clause or upon written agreement of the parties to utilize the expedited procedures set forth in this Rule, USA&M will administer the arbitration process as follows and in lieu of Rules 3, 6, 7, 12, and 16, which shall not apply to this expedited process:

- a. Parties wishing to submit a claim and initiate the expedited hearing process must file: their written agreement to proceed under this Rule along with the names, addresses, telephone and fax numbers, and e-mail addresses of all participants or their representatives; a brief description of the dispute; and appropriate filing fees required by the then prevailing USA&M Arbitration Fee Schedule and in accordance with Rule 4(d). The hearing date must be stipulated at the time of claim submission.
- b. Hearings will be conducted within forty-five (45) days of case submission and receipt of all payments, deposits, and fees. Default awards may be entered in accordance with Rule 15.
- c. The arbitrator may be appointed by agreement of the parties if available on the stipulated hearing date. If a requested arbitrator is unavailable on the stipulated hearing date, an arbitrator will be appointed by USA&M. No rescheduling of the hearing date is permissible without the consent of the arbitrator. Such consent shall be provided in emergency situations only. Cases withdrawn from the expedited hearing process after scheduling confirmation shall be subject to a minimum of four (4) hour arbitrator compensation plus the applicable administrative fees and costs.
- d. Each party shall prepay and deposit two thousand one hundred dollars (\$2,100.00) for arbitrator compensation plus any applicable administrative fee at the time of case submission. The arbitration administrator shall determine the amount of any additional prepayment to be made. Cases will not be accepted for expedited hearings until the required fees have been received from all parties. Any supplemental fees will be due prior to issuance of the arbitrator's award.
- e. Discovery shall be limited to exhibits, documents or experts to be presented at hearing or as may be ordered by the arbitrator. Discovery shall be completed at least fourteen (14) days prior to the hearing date.
- f. Simultaneous submission of briefs, if any, not to exceed fifteen (15) pages (excluding exhibits), shall occur at least seven (7) days prior to the hearing date. Objections to exhibits shall be filed at least three (3) days prior to the hearing date.
- g. Provided that all applicable fees and costs have been paid, the arbitrator's Award will be issued by facsimile within seven (7) days of the hearing. A copy of the decision will also be provided thereafter by U.S. Mail.

5. Conduct of Proceedings

- a. USA&M will provide parties with administrative services prior to and during the arbitration process. This includes, but is not limited to, providing a method of selecting an arbitrator or arbitrators, determining and collecting appropriate fees, communicating information and coordinating documents between parties and the arbitrator(s), and providing scheduling assistance. Thereafter, the case is given to the arbitrator, who conducts the arbitration and renders an award.
- b. Formal hearings are discretionary. The parties may agree in writing that the claim is to be decided by written submissions to the Arbitrator provided all parties have submitted the appropriate fees required by the then prevailing USA&M Arbitration Fee Schedule. The arbitrator will thereafter issue an award based on the pleadings and evidence submitted. In the absence of a written agreement to utilize written submissions only, a party may request the claim be decided by written submission(s). Absent an objection to such a request within twenty (20) days, the claim will be decided based on the pleadings and evidence submitted. If an objection to such a request is timely received, a formal hearing will be held.

- c. Upon receipt of a case, the arbitrator has broad authority to conduct the arbitration process in any manner deemed reasonable to reach a just determination. This includes the authority to resolve pre-hearing matters, order interim relief, order a party to answer reasonable written questions, testify under oath, or produce documents prior to the hearing. Limits on arbitrator authority must be agreed to in writing prior to initiating the arbitration process. Such limits may include restrictions on the arbitrator's authority to award equitable or other relief, so long as such restrictions are allowable by statute or case law in the applicable jurisdiction. The arbitrator has the authority to settle all points of controversy in the dispute and award appropriate relief after hearing the evidence and applying the law to the applicable facts. Judgment may be entered on the award.
- d. USA&M reserves the right to refuse to administer any case at any time and shall not be required to disclose the reasons for any such refusal.
- e. All arbitration proceedings are confidential to the extent allowed by law. If all parties agree, a record of the proceeding can be made, or if the arbitrator so orders, on motion of one of the parties. Any party requesting a record of the proceeding shall be responsible for the cost of the record.
- f. Unless otherwise agreed in writing prior to the hearing, all pleadings, correspondence or documents submitted to or produced by USA&M or the arbitrator become the property of USA&M and shall not be subject to release or duplication. After USA&M's receipt of all required fees, deposits, arbitrator compensation, and expenses, electronic or faxed submission of briefs or other evidentiary pleadings may be permitted by the arbitration administrator on a case by case basis.
- g. The hearing will be held in the place designated in the parties' arbitration agreement. If that agreement is silent as to the place of the hearing, any party may request in writing a site for the hearing. If no other party objects within twenty (20) days of the filing of the request, the hearing will be held at the site requested. The USA&M arbitration administrator shall resolve all disputes relating to the location of the hearing and may determine the location in the absence of a request.
- h. Parties will be required to sign an Arbitration Contract prior to the start of the hearing which confirms acceptance of the USA&M Consolidated Arbitration Rules and responsibility for fees, deposits, arbitrator compensation, and expenses..
- i. In computing any period of time prescribed or allowed by these Rules, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday. When the period of time prescribed or allowed is less than 11 days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. As used in the Rules, "legal holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President or the Congress of the United States, or by the State of Missouri.

6. Mediation Option or Waiver

Parties requesting arbitration services may be given the option by the arbitration administrator to participate in a pre-hearing mediation session or settlement conference, at the discretion of the arbitration administrator, if no such settlement effort has previously occurred. Parties may request a waiver of any proposed mediation session upon a showing that settlement efforts would be unproductive.

7. Selection of Arbitrators

- a. If an arbitrator selection process is not specifically addressed in the parties' contract or agreement, the following will apply. Arbitrators are to be from the local area or broader geographic region if a practice specialization is required. Unless the parties agree otherwise, only one arbitrator is to be assigned to each case. The parties are to be sent a strike list of arbitrators (at least twice as many as the number of parties plus one and subject to a minimum of five) from which they make their selection. Parties are urged to agree to a particular arbitrator but if they are unable to agree, each party may cross off a maximum of two names on the list and rank the remaining names in order of preference. The arbitration administrator will then choose the arbitrator from the remaining names. Ties in ranking and any other disputes related to selection of the arbitrator(s) are resolved by the arbitration administrator. For purposes of this rule, affiliated parties will be deemed to be one party for the selection of the arbitrator(s).
- b. If a three member panel of arbitrators is called for in the parties' contract or agreement and no process of selection is specified, the parties shall select arbitrators from an expanded list provided and decided by USA&M. USA&M will then select three mutually acceptable arbitrators based on the parties' selection. USA&M will designate, in its discretion, which arbitrator will chair the panel. The decision of the arbitrators shall be based on a majority vote.

- c. The strike lists of arbitrators to be sent to the parties are to be compiled by the arbitration administrator. The arbitration administrator may impose a time limit for the parties to return the strike list, and, if a party fails to comply with the time limit, that party will be deemed to have no preference among the arbitrators on the list.
- d. The arbitration administrator shall determine whether an arbitrator should be disqualified from further service upon the filing of an objection by a party.

8. Qualifications of Arbitrators and Exclusion from Liability

- a. No person shall serve as an arbitrator in any dispute in which that person has any financial or personal interest in the result of the arbitration. Prior to accepting an appointment, the prospective arbitrator shall disclose to the arbitration administrator any circumstances likely to create a presumption of bias or interest in the outcome of the proceedings, or to prevent a prompt hearing with the parties.
- b. Arbitrators are independent contractors and not agents or employees of USA&M. Arbitrators may decline an arbitration appointment without cause and may remove their names from the USA&M panel or change the information thereon at any time.
- c. Arbitrators and arbitration administrators are entitled to a qualified good faith immunity from suit.

9. The Amount and Collection of Fees, Deposits, Arbitrator Compensation, and Expenses

- a. Unless the parties have agreed otherwise, when an arbitration is initiated under an arbitration agreement, the initiating party is responsible for all fees, deposits, arbitrator compensation, and expenses, with the arbitrator having the authority to assess as part of the award, all or part of the total costs and fees of the arbitration proceeding against any party. However, unless the parties have agreed otherwise, if the non-initiating party also asks for affirmative relief of any kind, the parties are to equally share all fees, deposits, arbitrator compensation, and expenses, with the arbitrator having the authority to assess as part of the award, all or part of the total costs and fees of the arbitration proceeding against any party. Therefore, each party who files a claim or counterclaim will pay USA&M administrative fees for its services as set forth in the then prevailing USA&M Arbitration Fee Schedule. The Claimant will pay this fee upon the filing of its Claim. The Respondent(s) will pay this fee upon the filing of any Counterclaim or other response.
- b. Arbitrators charge for their time on an hourly basis and each arbitrator designates his or her hourly fee. Arbitrators are entitled to compensation for any time they spend on a case, including, but not limited to, time for the resolution of pre-hearing disputes, arbitration hearing, legal research, travel, and deliberation. Arbitrators are also entitled to compensation for any extraordinary costs they incur, such as telephone or travel expenses. A portion of the Arbitrator's hourly fee will be retained by USA&M as part of its administrative fee.
- c. Prior to the appointment of an arbitrator, USA&M estimates the amount of arbitrator time involved in a case. Both the administrative fees and the estimated arbitrator's compensation are collected by USA&M prior to the appointment of the arbitrator. Failure by any party to pre-pay these or any other fees, arbitrator compensation or deposit will constitute a failure to proceed pursuant to Rule 14 and may result in the entry of a default award pursuant to Rule 15 or postponement or cancellation of the arbitration proceedings, at the discretion of the arbitration administrator.
- d. At the conclusion of the arbitration proceedings, the arbitrator executes a Time & Cost Affidavit setting forth how much arbitrator time was involved in the proceedings plus any extraordinary costs. The total number of hours actually spent on the case by the arbitrator multiplied by the arbitrator's hourly fee determines the actual fee to be charged for the arbitrator. If the amount of time actually spent is less than the estimated time, the excess fees on deposit will be refunded to the parties. If the amount of time actually spent is more than the estimated time, the parties will be required to pay USA&M any extra fees due prior to the issuance of the award.
- e. Unless the parties agree or the court order indicates otherwise, when a case is submitted to arbitration by court order or by agreement of the parties and there is no underlying arbitration agreement, each party is responsible for paying his or her proportionate share of the USA&M administrative fees and estimated arbitrator fees, with the arbitrator having the authority to assess as part of the award, all or part of the total costs and fees of the arbitration proceeding against any party. If the hearing costs are included as part of the arbitration award, the party against whom fees are assessed will be responsible for paying the assessment to USA&M or to the other party, as determined by USA&M.
- f. If for any reason the parties do not proceed to arbitration after initiating a case into arbitration, USA&M remains entitled to its entire administrative fees and any applicable cancellation fee. Arbitrators are entitled to fees for any time they have spent on the case and any applicable cancellation fee.
- g. For minor disputes, arbitrators may be available on a pro bono or reduced fee basis. In such cases, USA&M may reduce its administrative fees.

- h. All deposits for USA&M fees, arbitrator compensation and expenses shall be paid within ten (10) days of billing. Any party may advance the payment of USA&M fees, arbitrator compensation and expenses for another party if that party fails to remit any fees and/or deposits. The arbitrator may award reimbursement of such fees, arbitrator compensation, expenses and/or deposits.

10. Determination of Length of Hearing

- a. Based on documentation received and any conversations with the parties, the arbitration administrator determines the approximate length of the arbitration hearing. The arbitration administrator shall take into consideration all relevant circumstances in making the determination. The arbitrator, after appointment, shall then be responsible for determining the length of the hearing.
- b. The cancellation of a hearing after being scheduled may subject the parties to cancellation fees by reason of the arbitrator having set aside time for the hearing. This cancellation fee is in addition to any other fees, deposits, arbitrator compensation, and expenses.

11. Communication with Arbitrator

- a. No party shall have any other communication with the arbitrator regarding any issue related to the arbitration except at conferences or hearings. Any other direct communication from the parties for the arbitrator must be directed to the arbitration administrator for delivery to the arbitrator.
- b. Initial inquiries regarding the arbitrator's willingness to serve as an arbitrator or availability on a specific date shall be directed to USA&M.

12. Discovery

- a. Where the parties' arbitration clause or agreement is silent as to discovery, following the appointment of the arbitrator, parties may engage in discovery deemed reasonably necessary, including production of documents and identification of witnesses. Unless the arbitrator orders otherwise, no additional discovery shall be authorized. In determining when additional discovery is reasonably necessary, the arbitrator shall consider the nature of the case, amount in controversy, and determine a balance between the benefits of discovery and its burden and expense.
- b. Attorneys of record for the parties may issue subpoenas to require attendance for deposition or at a hearing or production of documents or tangible evidence.
- c. The parties will act in good faith in the exchange of discovery. Parties will voluntarily exchange all non-privileged documents and information relevant to the dispute.
- d. In the absence of an alternative written stipulation or USA&M case schedule provisions, the following discovery timetable will apply:
 - i. Witnesses shall be disclosed at least thirty (30) days prior to the hearing date;
 - ii. Documents and exhibits to be utilized at the hearing must be exchanged and submitted at least fourteen (14) days prior to the hearing date;
 - iii. Objections to the use of any documents or exhibits must be filed with USA&M and served on the other parties at least seven (7) days prior to the hearing date.
- e. The arbitrator will decide all discovery issues.

13. Admissibility

- a. Relevant documents, including affidavits in lieu of live testimony, which are submitted to the arbitrator and served on all parties at least fourteen (14) days prior to the arbitration hearing (or in accordance with the applicable case schedule) shall be presumed admissible unless objection is timely filed in accordance with Rule 12 (d)(iii) or the applicable case schedule. This rule expressly supersedes restrictions on the use of affidavits in lieu of live testimony which may exist in the claimant's UM/UIM insurance policy.
- b. This Rule does not restrict argument or proof concerning the weight of the evidence admitted, nor does it restrict the arbitrator's authority to evaluate the evidence.

14. Failure to Proceed

- a. Whenever an arbitration agreement exists between the parties, or these Rules call for a party to proceed with arbitration, a party shall be deemed to have failed to proceed with arbitration when:
 - i. The party repeatedly fails to respond to communications from USA&M

- ii. The party fails to proceed to the next step of arbitration after being properly informed to so proceed;
 - iii. The party fails to make a payment or deposit as described in these rules;
 - iv. The party fails to comply with an arbitrator's order; or
 - v. The party otherwise indicates an intent not to proceed.
- b. The arbitration administrator, at his or her sole discretion, will determine when a party has failed to proceed.
 - c. A failure to proceed may result in the entry of a default award pursuant to Rule 15 or a postponement or cancellation of the arbitration proceedings, at the discretion of the arbitration administrator.

15. Default

An arbitration award shall not be made solely on the default of a party. Such an award may be made in the absence of a party upon a proper showing by the other party(ies) of evidence supporting their claim.

16. Internal Appeal

- a. **The Internal Appeal Rule does not apply unless the parties specifically have agreed in writing to use it.** To use the Internal Appeal procedure, the parties must agree in writing that the Internal Appeal Rule shall apply. Unless the parties agree otherwise, the provisions of the Internal Appeal Rule apply only to arbitrations involving an award by a single arbitrator. If the Internal Appeal Rule applies to a case, parties must use this procedure rather than challenging the original arbitration award in court.
- b. A party may appeal the award of an arbitrator and obtain a new hearing before a three member panel of arbitrators by doing the following:
 - i. USA&M must receive, within ten (10) days of the receipt of the award by the appealing party, a written document that includes the name and number of the case and a statement that the party wishes to appeal from the award. Payment of all additional all fees, deposits, arbitrator compensation, and expenses shall be required to cover the costs of administering the appeal.
 - ii. The appealing party is responsible for all arbitrator fees and costs involved in the appeal proceedings. After the arbitrators are selected in accordance with these Rules, the appealing party must promptly pay all fees and costs.
 - iii. The appealing party must proceed in a timely manner.
 - iv. Upon compliance with the above requirements, enforcement of the single arbitrator's award is stayed, pending completion of the three member arbitration. Upon the rendering of an award by the three member panel of arbitrators, the single arbitrator's award is rescinded and the new award supersedes and voids the decision of the single arbitrator.
- c. The hearing before the three member panel of arbitrators shall be a completely new hearing and parties are not bound by their presentations at the single arbitrator hearing. The award of the single arbitrator and any explanatory documents written by the single arbitrator may not be used as evidence and shall not be considered by the three member panel of arbitrators in reaching their decision on the issues in dispute. The single arbitrator's award will be considered by the three member panel of arbitrators only for the purpose stated in Rule 16(d).
- d. If the relief sought by the appealing party is not awarded on appeal, the arbitrators may award the non-appealing party(ies) compensatory costs for the appellate arbitration proceedings. Such costs may include compensation for extra expenses including attorney's fees and legal interest for the time between the first and second award. If the relief sought by the appealing party is awarded on appeal, the arbitrators may apportion the costs of the arbitration proceedings between the parties as the arbitrators deem appropriate.

17. High-Low Agreement

The parties may, as part of their contract to arbitrate, enter into a High-Low Agreement.

- a. The language of the High-Low Agreement may be part of the parties' contract to arbitrate or may be contained in a supplement to the original contract to arbitrate. USA&M can provide parties with a special High-Low Agreement form that can be completed and signed in accordance with the parties' agreement.
- b. In the event that the amount of the arbitrator's award is below the low figure of the parties' high-low agreement, the parties stipulate that they will accept the low figure in lieu of the amount of the award. In the event that the amount of the arbitrator's award is above the high figure of the parties' high-low agreement, the parties stipulate that they will accept the high figure in lieu of the amount of the award.

- c. The terms of the high-low agreement may or may not be disclosed to the arbitrator(s) prior to the award, depending on the agreement of the parties. If the parties do not agree as to whether the high-low terms should be disclosed to the arbitrator(s), neither the parties nor the arbitration administrator shall disclose the high-low amounts to the arbitrator. If the parties agree that the high-low agreement should not be disclosed or the parties do not agree as to disclosure to the arbitrator prior to the award and it is disclosed, inadvertently or otherwise, to the arbitrator(s) prior to the issuance of the award, the non-disclosing party has the right to request that the arbitration be re-scheduled with a different arbitrator. In the event the disclosure occurs during the arbitration, the non-disclosing party is entitled, upon immediate request, to a hearing de novo before a different arbitrator. In either instance, the USA&M Consolidated Arbitration Rules shall govern the new arbitrator's selection. The disclosing party shall be responsible for any additional attorneys' fees and other expenses incurred by the non-disclosing party(ies) as a result of the disclosure. After the final arbitrator has rendered an award, evidence of such fees and expenses shall be presented to the arbitrator in the form of affidavits from all parties, and the arbitrator shall render a separate award on that issue.

18. Agreed Settlement Award

If the parties settle their dispute during the course of the arbitration, the parties may request and the arbitrator may set forth the agreed settlement in an award.

19. Waiver of Rules or Applicable Laws

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules or any applicable laws have not been complied with, and who fails to state objection thereto in writing, shall be deemed to have waived the right to object.

20. Rules May Be Amended or Modified

These Rules may be amended or modified by USA&M at any time without notice.

21. Award

- a. All arbitration awards shall be made in writing.
- b. Unless the parties agree otherwise, arbitrators are not required to provide written opinions or explanations with their awards.
- c. The scope of the award will be governed by the parties' arbitration agreement and applicable law. The award will be issued within thirty (30) days after the hearing is closed, provided that all fees, arbitrator compensation, and expenses have been paid.
- d. Any party may, within ten (10) days after the transmittal of an award and with notice to the other parties, the arbitrator, and USA&M, request correction of any clerical, typographical, or computational errors in the award. All parties must respond within seven (7) days of the request. The arbitrator shall dispose of the request within ten (10) days after receipt of the request and any responses to said request. The arbitrator is not empowered to and shall not redetermine the merits of any claim already decided or otherwise amend the order other than for clerical, typographical, or computational error.

22. Severability

In the event that any of these Rules or procedures are ruled unlawful or made unlawful by statute, the remaining Rules and procedures are to continue in effect.

23. Matters Not Addressed and Authority of the Arbitration Administrator

- a. Any of the above procedures may be altered by the arbitration administrator, at his or her sole discretion, to fit the circumstances of a particular case. Any matter not specifically addressed by these Rules, or any conflict or ambiguity in these Rules, will be decided by the arbitration administrator, at his or her sole discretion. The arbitration administrator, at his or her sole discretion, has authority to prepare forms, resolve procedural disputes, impose time limits on the parties, and otherwise require a party to take action or refrain from taking action.
- b. Neither USA&M nor the arbitrator is a necessary party in judicial proceedings related to the arbitration.
- c. The arbitrator and/or USA&M and its employees and agents shall not be called or subpoenaed to testify or to produce in any civil action, arbitration, or other legal or administrative proceedings of any kind whatsoever any notes or documents related to the arbitration or to testify regarding any notes or documents or the arbitrator's thought or impressions. The parties and their counsel shall not introduce into evidence, or use for any purpose, any written or oral statement whatsoever of the arbitrator, except for the award rendered in the arbitration.

24. Special Addendums

Special addendum language will control over the Consolidated Arbitration Rules. All Rules shall be interpreted and applied by USA&M, except those rules insofar as they relate to the arbitrator's powers and duties which shall be decided by the arbitrator.

Special Personal Injury Addendum to the Consolidated Arbitration Rules of USA&M

Unless the parties agree or insurance policy dictates otherwise, when an arbitration is initiated under an arbitration clause in an UM/UIM insurance policy, the insurance company is responsible for the total fees and costs of the arbitration, with the arbitrator having the authority to assess as part of the award, all or part of the total costs and fees of the arbitration proceeding against any party. This Personal Injury Addendum applies to all arbitration cases administered through USA&M.

Special Consumer Addendum to the Consolidated Arbitration Rules of USA&M

To assure fundamental fairness in consumer arbitrations, USA&M adopts and incorporates the following Consumer Addendum (CA) in its **CONSOLIDATED ARBITRATION RULES**.

1. The CA shall apply where a business has a standardized agreement providing for arbitration of disputes with its customers. The CA is applicable where the standardized agreement is basically non-negotiable as to the various terms and conditions pertaining to consumer goods and/or services. The CA shall also apply to consumer transactions involving the leasing of goods and services for family, personal or household use.
2. The USA&M administrator will have the sole discretion to apply or not apply the CA.
3. Submission of all cases will be as provided in the **USA&M CONSOLIDATED ARBITRATION RULES**.
4. All parties will be entitled to a reasonable exchange of information consistent with the goals of expediting the process and fundamental fairness. The Arbitrator shall resolve all disputes in this area.
5. All agreements to arbitrate shall include language sufficient to alert the consumer that the contract contains a binding arbitration provision.
6. All parties shall have the right to counsel in any arbitration proceeding.
7. The Arbitrator shall have the right to grant whatever relief would be available in any court proceeding.
8. Consumer arbitrations may be conducted by telephone or document hearing. Any party may request and shall be entitled to receive a face-to-face hearing.
9. All consumer arbitrations shall be expedited to the extent possible under the specific circumstances.
10. Fees, Costs, Deposits and Arbitrator Compensation:
 - a. The filing fee for all consumer arbitrations shall be as follows:
 - i. If the dispute is for a sum less than \$25,000.00, the filing fee shall be \$150.00 per party;
 - ii. If the dispute is for a sum equal to or greater than \$25,000.00, the filing fee shall be \$650.00 per party.
 - b. If the consumer initiates the arbitration, then the consumer shall be responsible for the consumer's filing fee and other charges as indicated below:
 - i. If the dispute is for a sum less than \$25,000.00, the consumer shall be responsible for his/her \$150.00 filing fee only.
 - ii. If the dispute is for a sum equal to or greater than \$25,000.00 but less than \$75,000.00, the consumer shall be responsible for his/her \$650.00 filing fee only.
 - iii. If the dispute is for a sum greater than \$75,000.00, the consumer shall be responsible for one-half of all costs and fees, including without limitation filing fees, arbitrator compensation, and all deposits.
 - iv. The non-consumer shall be responsible for all costs and fees not specifically required to be paid by the consumer.
 - c. If the non-consumer party initiates the arbitration, then said non-consumer party shall be responsible for all costs and fees, including and without limitation filing fees, arbitrator compensation, expenses and deposits.
11. The arbitrator may award reimbursement of any fees, arbitrator compensation, expenses, and/or deposits.