



SEMA RULES & PROCEDURES FOR ARBITRATION

1. Every submission to SEMA for arbitration is voluntary. All Parties must sign an Agreement to Arbitrate which shall contain an acknowledgment of these Rules and Procedures and a statement that any order or award shall be binding upon all Parties subject to applicable law.

2. The claimant shall file with SEMA a written Statement of Claims setting forth all claims he or she is asserting together with a) the name and address of the claimant and b) the name and address of the person or entity against whom the claim is asserted.

Within twenty (20) days of receiving service of the Claimant's Statement of Claims, the opposing Party or Parties shall file a written response or answer with SEMA setting forth all affirmative defenses and counterclaims or crossclaims as may be required by the Massachusetts Rules of Civil Procedure.

The Claimant shall have twenty (20) days to file a response or answer to any counterclaim setting forth all affirmative defenses as required by the Massachusetts Rules of Civil Procedure.

The opposing Party to any crossclaim shall have twenty (20) days to file with SEMA a written response or answer asserting any affirmative defenses or crossclaims required by the Massachusetts Rules of Civil Procedure.

All Statement of Claims, responses or answers; counterclaims and crossclaims, shall be served upon the opposing Party and all other Parties within seven (7) days of filing said pleadings with SEMA. An Affidavit of Service shall be filed with SEMA attesting to such service.

The requirements of this paragraph shall be deemed satisfied if pleadings have been filed with any court and copies forwarded to SEMA.



3. All Parties may, at their election, be represented by legal counsel of his/her selection. Legal representation is not required and any Party may elect to appear without counsel and or by other representative provided any such representative is authorized in writing to appear on behalf of any such Party. Such writing authorizing representative appearance shall be filed with SEMA and all other parties at the time of submission of the issues to SEMA. In matters involving insurance and representatives from insurance companies, the insurer's representative shall be presumed to be authorized to appear on behalf of the insured by virtue of the execution of the written agreement for submission.

4. SEMA Arbitrator shall appear only on those matters in which they have no interest, whether personal, financial, or other. Every Arbitrator shall be subject to these Rules and Procedures. In addition, each Arbitrator shall be subject to all applicable federal laws, state laws, rules, and procedures. Each Arbitrator shall endeavor to avoid an appearance of conflict and bias. Any claim of bias or conflict of interest shall be deemed as irrevocably waived by each Party once any proceeding has been deemed by the Arbitrator to have been commenced.

5. Each submission for arbitration shall be decided by one Arbitrator unless the Parties, an applicable agreement, or the law requires otherwise. If the Parties are unable to agree on an Arbitrator, they shall rank by number (1 being most favorable, 3 being least favorable) their respective selection from the list of Arbitrators provided by SEMA and the lowest number resulting from a combination of each Party's submission shall be the Arbitrator assigned.

6. While any Party is free to require an audio, video or stenographic record of the dispute resolution proceeding, no such record shall be disseminated to any person other than to the Parties in the proceedings or used or displayed in any other Forum for any purpose without express written authorization of each Party (or their designated representative) and the Arbitrator. The cost of any recording shall be the sole responsibility of the Party requesting such recording. If any such transcript or recording is agreed by the Parties or designated by the Arbitrator to be the "official transcript", a copy shall be made available to the Arbitrator and all Parties as agreed by the Parties or ordered by the Arbitrator.



7. Witness testimony shall only be offered after oath administered by the Arbitrator. All proceeding shall be conducted in the English language and any required interpreter shall be the sole responsibility of the Party offering such witness testimony. Any submitted documents which require translation shall be the sole responsibility of the Party offering the same.

8. Any Party may submit a written statement as to any relevant witness testimony, whether affirmed under the pains and penalties of perjury or not, and the Arbitrator shall consider any such submission with the weight he/she deems appropriate.

9. The Parties are encouraged, but not required to provide all anticipated submissions of written/photographic/video evidence to the Arbitrator at least five days prior to hearing. Any failure to do so may result in a more lengthy hearing than would otherwise be required. No specific certifications/attestation/verification shall be required for submission of documentary evidence which shall be given whatever weight as evidence that Arbitrator may, in his/her sole discretion deem appropriate.

10. The time and place of any hearing on the submitted dispute shall be at the discretion of SEMA; however, most hearings will be conducted at our Hyannis offices unless circumstances require otherwise. Any such proceeding other than at SEMA's principal place of business located at 258 Winter Street, Hyannis, Massachusetts (or such other place as SEMA, may, from time to time, designate) may result in additional Arbitrator fees and costs incurred as a result of travel to an alternative hearing site, such determination to be made in advance of any dispute resolution hearing.

11. Unless required otherwise by applicable federal or state law, all proceedings before SEMA and its Arbitrators shall be confidential.

12. The Arbitrator shall have the sole authority and discretion to determine the manner in which evidence, whether testimonial or otherwise, shall be permitted to be introduced; including, but not limited to, determination as to the relevancy or admissibility of evidence. All proceedings are intended to facilitate the introduction of evidence which will aid the Arbitrator in resolving the dispute before him or her.



13. SEMA, its Arbitrators, employees, directors, officers, and shareholders shall, in no case, be liable to any Party for any act, omission, negligence, or other such claim in connection with the conduct of any of the services provided by SEMA or the Arbitrator.

14. The Arbitrator may, in his or her sole discretion, waive any of these Rules and Regulations as such Arbitrator may deem necessary to proceed with the conduct of the matter before him or her.

15. No Party shall have ex officio or ex parte communication with the Arbitrator. All communication, either before or after hearing, shall be in writing unless the Arbitrator orders otherwise. The Arbitrator shall, in his or her sole discretion, determine when any proceeding shall commence and when such proceeding shall be deemed as closed.

16. All writings relating to any proceedings before SEMA's Arbitrators shall be subject to disposal (through its discretion or otherwise) at any time following three (3) years of the Arbitrator's award or closure of proceedings and without further notice to any Party. All submissions of any type shall remain the property of SEMA.

17. Any cancellation or continuation of any proceedings scheduled before SEMA or its Arbitrator shall be subject to imposition of a fee pursuant to the written fee schedule from time to time determined by SEMA.

18. In order to provide a full, fair, and final decision, the Arbitrator may, in his or her sole discretion, determine that additional evidence following the hearing shall be required by either Party and any such additional evidence shall be reasonably submitted by such Party. Closure of evidence shall be then determined by the Arbitrator.



19. Upon the closure of all evidence, the Parties may, but are not required to, submit written argument as to their respective positions relating to the issue presented for determination.

20. Within thirty (30) days following the closure of all evidence, the Arbitrator shall provide his or her written decision. If such decision is determined in any proceeding in which the defendant is insured, it shall, irrespective of the amount awarded by the Arbitrator, be considered by the Parties to be limited by the policy coverage available to the defendant unless otherwise agreed to by the Parties. If the agreement of the Parties provides for a maximum recovery and a minimum recovery (so-called "high/low arbitration") then the Arbitrator's award shall be deemed to be limited to these high/low amounts. Any such agreement between the Parties shall be confidential and not disclosed to the Arbitrator.

21. These Rules and Procedures shall be subject to amendment and/or modification at the sole discretion and election of SEMA and the official SEMA Rules and Procedures shall be those which are posted on the SEMA website at the commencement of any arbitration.