

## Article 7 - Disputed claims

Any dispute between the parties arising from the performance of the present contract which is not settled by mutual agreement may be referred to arbitration under the conditions specified hereunder.

Without prejudice to the right of appeal against the Insurers which is theirs by law, staff members covered by the insurance may be associated with the arbitration proceedings specified hereunder.

### A. Non-medical disputes

The arbitration proceedings shall be initiated by the plaintiff sending a registered letter to the defendant. This letter shall state the subject of the dispute and the nature of the solution sought. Within 30 days of the receipt of this letter, the parties shall jointly designate an arbitrator. The insured body will, as appropriate, choose an arbitrator who has the approval of the staff member concerned.

If the arbitrator has not been designated within the specified time, the dispute shall be submitted to a panel of three arbitrators; the first shall be designated by the body to which the insured belongs, in agreement with him, the second by the Insurers, and the third, who will act as Chairman, by the first two arbitrators.

Should one of the parties fail to designate an arbitrator within 15 days of the expiry of the 30-day period provided for in the second paragraph of the present Article, or should the first two arbitrators be unable to agree within 30 days from the date of the designation of the second arbitrator on the choice of the third, the designation shall be made, at the request of the party instituting proceedings, by the "Président du Tribunal de Première Instance" within whose civil jurisdiction the body to which the insured belongs is located. The third arbitrator, irrespective of the procedure followed for his designation, shall, unless otherwise agreed by the parties, be selected from among members of the judicial profession.

The sole arbitrator or the arbitration panel shall establish their own rules of procedure. They shall give a ruling in accordance with the relevant legal provisions unless the parties agree to give them the powers of "amiable compositeur".

The arbitration panel or the sole arbitrator shall fix the cost of arbitration and the arbitrator's fees. Half the latter shall be paid by the Contracting Party and half by the Insurers.

B. Medical disputes

The dispute shall be settled by a doctor jointly designated by a doctor selected by the insured body and the insured person himself and by a doctor selected by the Insurers.

Should the doctor designated by the insured body and the insured person on the one hand and the doctor designated by the Insurers on the other hand fail to agree on the designation of the medical arbitrator, the latter shall be designated by the "Conseil Départemental de l'Ordre des Médecins" or any other medical authority within whose area of responsibility the body to which the insured belongs is located, to be selected by agreement between the parties.

Half of the fees due to the medical arbitrator shall be paid by the Contracting Party and half by the Insurers.

C. General dispositions

Should it prove impossible for the insured body and the insured person to reach agreement on the choice of the arbitrator or the doctor referred to in Article 7A and 7B above and in Articles 11, 12 and 13 below and, in general, should no agreement be reached on the action to be taken to defend the interests of the insured, the latter shall be entitled to conduct his own defence against the Insurer provided that he bears the cost thereof.