

## 1. INTRODUCTION

1.1 These Rules shall be known as the ARIAS ASIA FAST TRACK ARBITRATION RULES or AAFTAR and shall take effect from 1<sup>st</sup> December 2025. Where an agreement, submission or reference provides for or otherwise refers to ARIAS ASIA FAST TRACK ARBITRATION RULES or AAFTAR the Parties agree that the arbitration shall be conducted in accordance with these Rules or any amendments to these Rules adopted subsequently by ARIAS taking effect before the arbitration is commenced.

1.2 Where reference is made in AAFTAR to appointment being made by ARIAS, such appointment shall be made by the Appointing Officers for the time being as designated by the Committee of ARIAS.

1.3 All communications to ARIAS under these Rules shall be delivered or sent to the Honorary Secretary of ARIAS at the address designated on the ARIAS web site: <https://arias-asia.org/contact-us/>.

1.4 Certain Rules are accompanied by explanatory notes. If any note conflicts in any way with the Rules, the Rules shall prevail.

1.5 These Rules shall take effect subject to any mandatory procedural legislation applicable to the arbitration.

## 2. DEFINITIONS

The Adjudicator – as defined by Rule 17.2.

Arbitration Agreement – an agreement to submit present or future disputes to arbitration under AAFTAR.

ARIAS – A.I.D.A. Reinsurance and Insurance Arbitration Society of Asia, otherwise known as ARIAS Asia.

Claimant – the Party who commences arbitration.

The Closing Date – as defined by Rule 9.3.1.

The Costs of the Arbitration

(a) the reasonable and proportionate fees and expenses of the Arbitrator as are appropriate in the circumstances; and

(b) the reasonable and proportionate fees and expenses of the Parties as are appropriate in the circumstances.

AAFTAR – as defined by Rule 1.

Notice of Arbitration – the notice sent by the Claimant in accordance with Rule 4.1.

The Parties – the Claimant and the Respondent. Party

– either the Claimant or the Respondent.

Respondent – the Party against whom arbitration is commenced.

The Response – the response to the Notice of Arbitration sent by the Respondent in accordance with Rule 5.1.

The Seat of Arbitration – the juridical seat of the arbitration as defined by Rule 10.

### **3. NOTICES**

Notices required to be given under AAFTAR are deemed to be received:

3.1 if delivered to the address agreed by the Parties or to the principal place of business of the intended Respondent: on the day delivered;

3.2 if sent by e-mail: on the day the e-mail is received by the intended Respondent;

3.3 if sent by post: upon receipt by the intended Respondent.

NOTE to 3. Notices should where possible be given by e-mail. If there has not been a prior course of dealing by e-mail proof that the Notice has been received by the Party to which it was sent by e-mail may be required. Where e-mail communication is not possible and unless the Arbitration Agreement provides otherwise notices should be delivered in a manner that ensures proof of receipt is available.

### **4. THE COMMENCEMENT OF ARBITRATION PROCEEDINGS**

4.1 Unless the Parties otherwise agree, to commence arbitration under AAFTAR the Claimant shall send to the Respondent a written Notice of Arbitration. It is recommended that the Notice of Arbitration be accompanied by:

4.1.1 the full name and correspondence address of the Claimant and name of the contact person or reference to whom all communications are to be addressed (together with if available telephone and e-mail address);

4.1.2 if appropriate, the full text of the arbitration clause or clauses under which the arbitration or arbitrations are commenced together with identification of the contractual document or documents in which the arbitration clause or clauses are contained (or under which the arbitration or arbitrations arise if different) specifying if appropriate the period and type of insurance or reinsurance cover provided;

NOTE to 4.1.2. Where arbitration is commenced in respect of more than one separate contract – for instance in respect of a series of annual contracts – it is important to ensure that each separate contract is referred to in the Notice of Arbitration and that account is taken of any annual variations in the arbitration clause wording. If the arbitration is being commenced in respect of a series or programme of related contracts each contract under which the arbitration is commenced must be specified.

4.1.3 a brief outline of the nature of the dispute referred to arbitration and specifying the type of relief sought;

NOTE to 4.1.3. The description is intended to be of a very general nature and in most instances no more than one or two sentences will be required.

4.1.4 the name and address (together with telephone and e-mail address if available) of the person or persons the Claimant considers would be an appropriate arbitrator.

NOTE to 4.1.4. If the Arbitration Agreement provides that the arbitrator shall have certain qualifications or experience, it is recommended that brief personal details of the proposed arbitrator or arbitrators be supplied sufficient to illustrate compliance with such qualifications or experience.

4.2 For the purposes of limitation, if an arbitration has been validly commenced other than under AAFTAR, and the parties subsequently agree to conduct the arbitration in accordance with AAFTAR, the agreement to adopt AAFTAR shall not invalidate the prior commencement of arbitration.

## 5. THE RESPONSE BY THE RESPONDENT TO THE NOTICE OF ARBITRATION

5.1 Within 14 days of receipt of the Notice of Arbitration the Respondent shall send to the Claimant a Response containing:

5.1.1 agreement to or counter proposals concerning the appointment of an arbitrator including the name and address of any proposed arbitrator, together with telephone and e-mail address if available;

5.1.2 a brief statement of the nature of any defence or counter claims to be referred to the arbitration.

5.2 Failure to send a Response shall not prevent the Respondent from denying any claim made in the arbitration nor from setting out counter or cross claims at a later stage.

## **6. APPOINTMENT OF THE ARBITRATOR BY ARIAS WHERE THE PARTIES ARE UNABLE TO AGREE**

6.1 If there is no agreement as to the number of of arbitrators, the Tribunal shall consist of a sole arbitrator. If the Parties are unable to agree the appointment of the Arbitrator within 28 days of the delivery of the Notice of Arbitration then upon the application of either Party ARIAS will appoint the Arbitrator.

6.2 If after appointment the Arbitrator resigns, dies, is unable to act, or is otherwise removed from the reference ARIAS will in default of re-appointment within 7 days upon request by either Party appoint a replacement Arbitrator. At any time prior to the appointment by ARIAS under this Rule the Parties may make such appointment.

6.3 Once arbitration has commenced, all communications to ARIAS must be copied to the other Party and to the Arbitrator.

## **7. PROCEDURE PRIOR TO APPOINTMENT BY ARIAS**

7.1 Where ARIAS is called upon to make an appointment under AAFTAR the request to ARIAS shall be accompanied by copies of the following:

7.1.1 the Notice of Arbitration;

7.1.2 the Response; alternatively, evidence to the satisfaction of ARIAS that the Notice of Arbitration has been delivered, accompanied by a letter confirming that no response has been received;

7.1.3 the contractual document or documents under which the dispute has arisen together with (if different) the document containing the Arbitration Agreement;

7.1.4 such further documents as the Parties consider appropriate or as may be requested by ARIAS.

## **8. COMMUNICATION BETWEEN THE PARTIES AND THE ARBITRATOR**

8.1 Any communication relating to substantive or procedural issues raised or likely to be raised in the arbitration sent by any Party to the Arbitrator must be copied to the other Party.

8.2 If the Arbitrator communicates relating to substantive or procedural issues raised or likely to be raised in the arbitration with any Party the Arbitrator must copy such communication to the other Party.

## **9. PROCEDURE (GENERAL)**

NOTE to 9. The Parties have agreed to resolve their disputes by arbitration under AAFTAR. The procedure prior to the Closing Date may be agreed between the Parties. In default of agreement, it is anticipated that the Arbitrator will convene a telephone conference call or

meeting or exchange correspondence

with the Parties to determine procedure. The emphasis will be on a procedure leading to an award within the shortest reasonable timeframe while ensuring that the rights of the Parties are adequately safeguarded. Time and cost considerations will be proportionate to the subject matter of the dispute. Particularly the Arbitrator will have due regard to the sums involved and the issues in dispute. It is recommended that costs issues are addressed at the preliminary meeting or stage anticipated by Rule 9.2. The Arbitrator is referred to the Note to Rule 13.1.4.

9.1 When calculating any time period under AAFTAR the period shall start to run from the day immediately after that upon which the document is received. Time shall then run continuously (including non-business days). This Rule does not apply to notices given by the Arbitrator under Rule 11.1.

9.2 Unless the Parties agree otherwise the Arbitrator shall convene a preliminary meeting or consult in writing with the Parties as soon as is practical. Unless the Arbitrator considers there are good reasons to the contrary the meeting or written consultation shall take place within 7 days of the appointment of the Arbitrator by telephone, in person, in writing or by other appropriate means at which time or following which the Arbitrator shall make such orders and directions as the Arbitrator considers are necessary for the speedy final and proportionate determination of the matters in the dispute. The Arbitrator shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders and directions.

9.3 As the Parties have agreed to resolve their disputes under AAFTAR, the following presumptions shall apply it being understood that circumstances may require the Arbitrator to depart from these presumptions – see also Rule 11.3:

9.3.1 the arbitration shall proceed on documents and written submissions alone which are supplied to the Arbitrator prior to a date the Arbitrator shall fix (the Closing Date) after which date no further documents may be submitted or submissions made;

9.3.2 the procedure whether agreed or ordered shall ensure that the Closing Date shall be within 4 months of the commencement of the arbitration unless the Arbitrator orders otherwise;

9.3.3 there shall be no hearing unless, in exceptional circumstances, the Arbitrator requires this;

9.3.4 the costs of the arbitration shall be proportionate to the issues and sums involved;

9.3.5 unless otherwise agreed or ordered the award on all issues (other than deciding and fixing Costs of the Arbitration and their apportionment) shall be published within 1 month of the Closing Date.

## **10. SEAT OF ARBITRATION**

10.1 The Seat of Arbitration shall be as agreed between the Parties. In the absence of agreement between the Parties the Seat of Arbitration shall be Hong Kong.

10.2 Any award issued by the Arbitrator irrespective of where it is signed or delivered, is deemed issued at the Seat of Arbitration as defined in Rule 10.1.

NOTE to 10.2. The Seat of Arbitration must be stated in the arbitration award (Rule 14.2). The Seat determines the procedural law under which the arbitration is conducted. It does not necessarily determine the proper law of the dispute nor necessarily dictate the place of any hearings or meetings.

## **11. MEETINGS AND THE HEARING**

11.1 The Arbitrator shall give the Parties reasonable notice of the time, place, method and date of any meetings or hearings. The Parties agree that two working days prior notice is reasonable.

11.2 All meetings and hearings are private and confidential to the Parties. Only the Arbitrator, the Parties, the duly authorised representatives of the Parties and others participating in the proceedings may attend meetings and hearings unless otherwise agreed by the Parties and the Arbitrator.

11.3 The Arbitrator may, in the absolute discretion of the Arbitrator and after receiving any representations from the Parties, order an oral hearing with strict time limits placed on submissions, expert and witness evidence and overall duration – see also Rule 9.3.3. If an oral hearing takes place and unless the Arbitrator orders to the contrary the Closing Date will be the date upon which the hearing ends.

11.4 In all these procedural matters the Arbitrator has the widest possible discretion permitted by law.

## **12. ADDITIONAL POWERS**

12.1 The Arbitrator shall have the following powers:

12.1.1 to determine whether any and if so what form of written statements of case or position are to be used, when these should be supplied and the extent to which such statements can be later amended;

12.1.2 to order the proportionate disclosure of such documents or classes of documents including witness statements if any relevant to the dispute as the Arbitrator considers necessary for the proper disposal of

the dispute and to determine the stage when the documents are to be disclosed;

12.1.3 where appropriate to require undertakings from the Parties that the proceedings shall remain confidential;

NOTE: This provision is mandated by law where the Seat of Arbitration is Hong Kong. The exercise of this power should be considered in jurisdictions where confidentiality is not mandated by law.

12.1.4 to make all such directions and rulings as the Arbitrator considers appropriate for the effective and expeditious resolution of the dispute.

### **13. THE JURISDICTION OF THE ARBITRATOR**

13.1 The Arbitrator shall have jurisdiction:

13.1.1 to issue a declaratory award stating the date upon which the arbitration was commenced and in reaching such determination the Arbitrator shall take note of the provisions of Rule 4;

13.1.2 to rule on objections to the Arbitrator's own jurisdiction including those relating to the existence, validity or scope of the arbitration clause or the separate Arbitration Agreement. Any objections relating to the jurisdiction of the Arbitrator must be raised at the preliminary meeting. If no such objections are raised at that meeting any such objections shall be waived and absolutely barred;

13.1.3 in absence of specific agreement between the Parties, to determine the applicable law;

13.1.4 at the preliminary meeting or at the stage contemplated by Rule 9.2 or at any time thereafter to limit the amount of recoverable costs to ensure these are proportionate both to the complexity of the issues and to the sums involved;

NOTE to 13.1.4. ARIAS recommend that when convening the preliminary meeting or written consultation the Arbitrator requests each Party to estimate the nature and extent of the costs they anticipate incurring to the conclusion of the arbitration. The Arbitrator should also consider whether to place an overall limitation on costs that may be recovered by a successful party. The Arbitrator may then take these estimates into account when making an award relating to costs under Rule 16.

13.1.5 to order rectification of any contract where the requirements for such an order in the applicable proper law are determined by the Arbitrator to be satisfied;

NOTE to 13.1.5. The purpose of this Rule is to permit the Arbitrator to correct mistakes which the Arbitrator determines were made by the Parties in expressing their true intentions when drawing up the contract.

13.1.6 to declare contracts null and void;

13.1.7 to rule on the validity and enforceability of the totality or any part of the agreement between the Parties;

13.1.8 to proceed in the absence of one Party provided the Arbitrator is satisfied that due notice has been given to the absent Party;

13.1.9 to proceed to an immediate determination on documents and written submissions or to an immediate hearing where there has been persistent failure or refusal to comply with orders of the Arbitrator;

13.1.10 to make an award for the payment of simple, compound or lump sum interest;

13.1.11 to make an award allocating the Costs of the Arbitration between the Parties.

NOTE to 13.1.11. Rule 16 refers to this in greater detail.

13.2 The Arbitrator shall have all additional powers granted by the law governing the arbitration procedure.

#### **14. THE AWARD**

14.1 The Arbitrator shall decide the dispute:

14.1.1 in accordance with the law chosen by the Parties as applicable to the substance of the dispute; or

14.1.2 if the Parties have not chosen an applicable law, in accordance with the law determined by the Arbitrator under Rule 15.1.3; or

14.1.3 as otherwise agreed between the Parties.

14.2 The Arbitrator will make every effort to publish the award within 1 month of the Closing Date. The award shall be in writing, in the primary language in which the arbitration has been conducted and shall state the Seat of Arbitration and the date on which the award is made.

14.3 Unless the Parties agree otherwise the Arbitrator shall produce short reasons for the award summarising the findings and the basis of the decision.

14.4 The award shall be valid when signed by the Arbitrator.

14.5 Where the Parties settle a case after commencement of arbitration the Arbitrator may at the written request of the Parties make a consent award. No reasons shall be given for a consent award.

14.6 Upon application of either Party or on notice given to the Parties by the Arbitrator, either of which is to occur within 72 hours of the publication of the award or such extended period agreed by the Parties, the Arbitrator may:

14.6.1 correct an award so as to remove any clerical mistake or error arising from an accidental slip or omission or clarify or remove any ambiguity in the award; or

14.6.2 make an additional award in respect of any matter (including interest or costs) which was presented to the Arbitrator but omitted from the award.

14.7 The powers set out in 14.6 shall not be exercised without first giving the Parties at least 48 hours to make written representations to the Arbitrator.

## **15. FEES AND EXPENSES OF THE ARBITRATOR**

15.1 The parties shall be jointly and severally liable for such reasonable fees and expenses of the Arbitrator as are appropriate and proportionate in the circumstances.

15.2 The basis upon which the Arbitrator charges shall be notified to the Parties at or before any preliminary meeting.

15.3 The Arbitrator may from time to time require that each Party pay a deposit on account of projected fees and expenses of the Arbitrator which deposit shall be under the control of the Arbitrator out of which any fees and expenses incurred by the Arbitrator may be deducted. Any interest earned on the deposit may be credited to the Parties. A final account will be delivered to the Parties within 14 days after the publication of the award.

15.4 The Arbitrator shall fix the amount and apportionment of the Arbitrator's fees and expenses in the award.

## **16. COSTS OF THE ARBITRATION**

16.1 Unless the Parties agree otherwise the Arbitrator shall determine the amount of the REASONABLE AND PROPORTIONATE Costs of the Arbitration payable by one Party to the other in respect of recoverable costs.

NOTE to 16.1. Although the default position is that REASONABLE and PROPORTIONATE costs are to be borne by the unsuccessful party, the Arbitrator has power to allocate costs between the Parties by reference to the circumstances of the case. When assessing the nature and extent of such costs the Arbitrator may gain assistance from the manner in which these issues are addressed by the Courts.

## **17. ADJUDICATION OF THE FEES AND EXPENSES OF THE ARBITRATOR**

17.1 By agreeing to accept or continue an appointment in an arbitration conducted under AAFTAR the Parties and the Arbitrator agree to be bound by the procedure set out in this Rule.

17.2 If a Party challenges whether the fees and expenses of the Arbitrator are appropriate and proportionate in the circumstances of the case, ARIAS shall, on the application of any Party or of the Arbitrator appoint an Adjudicator to determine the matter.

17.3 The Adjudicator may adopt such procedure as is considered appropriate.

17.4 The determination of the Adjudicator shall be made in writing, signed and submitted to the Chair of ARIAS for confirmation. The determination shall also fix the fees and expenses of the Adjudication and by whom such fees and expenses are payable. Upon confirmation by the Chair of ARIAS, the determination shall be final and binding on the Parties and the Arbitrator.

17.5 As a precondition to either appointing the Adjudicator or delivering the determination of the Adjudicator, ARIAS may require the Party who requests an adjudication to pay a deposit for fees incurred in the adjudication. The deposit will be held under the control of ARIAS, any interest earned added to the deposit, any adjudication fees set against the deposit and any balance remaining after payment of the adjudication fees returned to the Arbitrator or Party who paid the deposit.

## **18. EXCLUSION OF LIABILITY**

18.1 Neither ARIAS nor any persons authorised to act by or on behalf of ARIAS shall be liable:

18.1.1 for anything done or omitted in the discharge or purported discharge of that function unless the act or omission is shown to have been in bad faith;

18.1.2 for anything done or omitted by the Arbitrator (or his employees or agents) in the discharge or purported discharge of his or her functions as arbitrator.

18.2 Neither the Arbitrator nor any employee or agent of an arbitrator shall be liable for anything done or omitted in the discharge or purported discharge of the functions of Arbitrator unless the action or omission is shown to

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