

Alternative Dispute Resolution Institute of British Columbia (ADRBC)

June 2007
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VEHICLE DAMAGE ARBITRATIONS

If the insured vehicle owner/policyholder and the ICBC claims representative (“the Parties”) cannot agree on the value of either the total loss of the insured vehicle or the damage to the vehicle or loss of use of the vehicle, the matter will go to Arbitration in accordance with section 176 B.C. Regulation 447/83 Insurance (Vehicle) Regulation and the *Arbitration Act*. In this case the following shall apply and the insured will receive the following instructions:

RULES

1. The insured (owner) and the insurer (ICBC) shall agree that there is a dispute of issues falling within the scope of the subject policy and governing Regulation, between the owner and the insurer. A joint Arbitration application may be made to the Alternative Dispute Resolution Institute of British Columbia (ADRBC) using the ICBC CL326 Joint Application Form.
2. The CL326 Joint Application shall be completed and signed by both the owner and the insurer and forwarded to ADRBC.

The Parties to a Joint Application should be aware that an agreement has been implemented between ICBC and ADRBC regarding a fixed fee for Arbitrators for a Documents Only Arbitration. This fee is \$840.00 including GST. It will be shared equally between owner and insurer, with \$420.00 payable by the owner and \$420.00 payable by ICBC.

Included in this fee is an administrative fee of \$100.00 plus GST payable to ADRBC attached to its role as Roster Society responsible for the Arbitrator’s Appointment.

3. Each party will forward their portion of the fees payable to ADRBC, to be held in trust for the Arbitrator, and distributed to the Arbitrator and ADRBC upon completion of the award.
4. Once ADRBC receives payment from the insured (owner), ICBC will be contacted for their portion of the fees and ADRBC will appoint an Arbitrator.
5. The Arbitrator will be informed of the Appointment by ADRBC and will confirm acceptance of the Appointment, in writing (which includes fax or email) to both parties and ADRBC within seven (7) days.
6. Upon Appointment, the Arbitrator will assume jurisdiction and will promptly contact both the owner and ICBC in order to arrange a method of communication and inform the Parties of the requirements for submission of relevant information and documents. **The parties shall have twenty-one regular {21} business days to make their initial submissions.** Extensions of time may be permitted at the arbitrator's discretion.

7. After notification by ADRBC of the Appointment of the Arbitrator, the Parties must communicate with the Arbitrator and not ADRBC. It should be noted that, at this stage, one Party cannot withdraw from the Arbitration without the approval of the other Party. In the case of such a withdrawal, a document to that effect, signed by both Parties, must be delivered to the Arbitrator.
8. The Arbitrator, on receipt of the initial evidence, electronically or in duplicate, from both Parties, will forward a copy of the evidence to each opposing Party for their rebuttal, and give them **twenty-one (21) regular business days** for that rebuttal. After receiving the initial documentation, no further evidence but the rebuttal, will be accepted.

All correspondence can be submitted to the Arbitrator via registered/ certified mail or via email or fax with any attachments needed. **The arbitrator will only exchange owner and insurer submissions once both submissions have been received, and at no time will either Party's submissions be forwarded prior to both submissions being received by the Arbitrator.**

A further rebuttal can be allowed by the Arbitrator only where required in the interest of justice.

9. The Arbitrator shall have the authority to request further evidence from the Parties. This again must be submitted electronically or in duplicate and circulated to both Parties for their rebuttal.
10. On receipt of rebuttal(s), the Arbitrator shall review the rebuttal(s) and shall only forward the rebuttal(s) if the Arbitrator deems that additional submissions are required, relating to new evidence raised in a Party's rebuttal submission, upon which the Arbitrator may rely. If there is new evidence raised in a Party's rebuttal submission upon which the Arbitrator may rely, the Arbitrator shall provide 14 days for surrebuttal limited to new evidence only.

The Arbitrator will deliver a reasoned Award to both the owner and insurer, electronically or by registered mail, within two (2) weeks of receiving the Parties' final submissions. This Award shall be binding upon the Parties. Any undisclosed rebuttal must be sent to the opposing Party along with the final Award.

11. All fees and costs relating to the Arbitration are to be shared equally by owner and insurer.
12. If a Party fails to provide its submission, or to comply with any other order, by the corresponding deadline(s) set by the Arbitrator, the Arbitrator may, after giving the Party adequate notice, either terminate the Arbitration, or make an Award based on the evidence received. In either case, the Arbitrator may charge the established fee for the Arbitration.
13. The Parties have fifteen (15) days to contact the Arbitrator should clarification of the Award be required.