

## Pre-Dispute Arbitration Clause

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- A) Assured(s) by accepting this Policy agree(s) that the following disclosures are part and parcel of the Pre-dispute Arbitration Clause and are conditions precedent to the issuance of any policy:
1. The parties are hereby waiving their right to seek remedies in Court, including a jury trial.
  2. Pre-arbitration discovery is generally more limited than and different from Court proceedings.
  3. The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
  4. Arbitration is final and binding on all parties.
- B) Assured agrees to submit any and all controversies arising under this cover note to arbitration. This includes if that person is entitled to recover at all and if so how much in damages;
1. When party makes a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third arbitrator.
  2. Each party will pay the expenses it incurs; and bear the expenses of the third arbitrator equally.
  3. No person will bring a putative or certified class action to arbitration.
  4. Both parties to agree as to the location of the arbitration, agreement not to be withheld unreasonably. If the parties fail to agree, then arbitration will take place in Road Town, Tortola, BVI, and a decision agreed to by two of the arbitrators will be binding.
  5. This arbitration and any coverage or damages will be interpreted in accordance with English Maritime Laws and Customs.