

A Guide to the Use of ADR(Alternative Dispute Resolution) Services

An alternative method for resolving disputes pertaining to the settlement of automobile accident liability provided by attorneys in a fair and neutral manner.

Neutral

Fair

Free

The Japan Center for Settlement of Traffic Accident Disputes (JCSTAD) is a public interest incorporated foundation authorized by the Prime Minister. The Center provides assistance from a neutral and fair position for the prompt resolution of disputes resulting from automobile accidents when the victims involved in such accidents face difficulty in solving issues of liability.

Our services offer you peace of mind, so we encourage the victims to use them, as there are no fees for consulting attorneys commissioned by the Center.

The Center provides its services through a network of 11 offices nationwide.



ADR services offered by the Center are only provided in Japanese and not in any foreign language. If victims of an accident cannot make themselves understood in Japanese, they are required to be accompanied by an interpreter to ensure communication between the victims and the attorneys in charge of providing such consultations, the jurors, and/or the Center's staff.

**The Japan Center for Settlement of Traffic Accident Disputes,
Public Interest Incorporated Foundation (JCSTAD)**

<https://www.jcstad.or.jp/>

Procedure for legal consultations, mediation, and deliberations

In order to resolve liability disputes following automobile accidents, the Center provides mediation for an amicable settlement (hereafter, 'mediation') and deliberation free of charge. Even if the victim of an accident may not have any legal knowledge him or herself concerning liability issues, or may not be accustomed to such negotiations, the attorneys in charge of providing consultations (hereafter, 'attorney in charge') will respond to him or her appropriately in a neutral and fair manner. Therefore, the victim him or herself does not need to worry about commissioning other attorneys, which might otherwise incur the need for additional fees. We encourage you to use these services as consultations with the Center's commissioned attorneys are provided entirely free of charge.

Applying for the use of ADR services at the Center

1. Please be sure to make a reservation in advance by phone when applying for ADR services provided by the Center.
Please note that any legal consultations over the telephone or consultations regarding general matters cannot be provided.
2. When receiving inquiries for a reservation by phone, the Center will confirm the applicant's place of residence and the location of the accident. Except where the applicants have reached an agreement on the location for the application with the counterparty in advance, applications are dealt with at each of the Center's locations described under 'Offices accepting applications for the use of ADR services' in the separate list.
3. Applications are accepted by phone from 9:00 a.m. to 5:00 p.m. (except during the lunchbreak from 12:00 to 1:00 p.m.), Monday to Friday (excluding public holidays, and between December 29 and January 3).
4. Applications will not be accepted in cases where victims are in a situation where the amount of compensation for liability damages cannot be assessed, such as when the victim is currently undergoing medical treatment, or is in the process of having permanent disability grade approved (including in the case of filing objections) for Compulsory Automobile Liability Insurance (or Compulsory Mutual Automobile Liability Insurance). As it is impossible for such cases to proceed to reach a settlement by mediation, it is advisable to make a reservation for such services after the amount of compensation for liability damages can be assessed.
5. When making a reservation for the application, the date and time for the applicant to attend the initial consultation will be determined. The Center will then send the applicant its 'Terms of Use', 'Application Form' and other relevant documents explaining which documents need to be submitted for legal consultations and mediation in order to achieve an amicable settlement. After reading the Terms of Use, the applicant is obliged to come to the Center without fail, as it is a condition for him or her to comply with the Terms of Use in order to use the Center's ADR services. The Terms of Use are also displayed on the Center's website. If an applicant is in the process of negotiating the settlement of a claim with an insurance company, etc.*, he or she is required to inform those in charge at the insurance company, etc. that he or she has made a reservation to apply to the Center for the use of ADR services (mediation).

* **'Insurance company, etc.'** means those insurance companies affiliated to the General Insurance Association of Japan or the Foreign Non-Life Insurance Association of Japan, or those cooperatives affiliated to the National Mutual Insurance Federation of Agricultural Cooperatives, the National Federation of Workers and Consumers Kyosai Cooperatives, the National Mutual Insurance Federation of Truck Transport Co-operatives, the National Federation of Motor Insurance Cooperatives or the National Federation of Fire Insurance Co-operatives for Small Business that have agreed to respect the arbitral recommendations provided by the Center.

Legal consultations

Legal consultation services are provided on the premise that the case will be mediated to achieve an amicable settlement. An attorney in charge meets with the petitioner to hear his or her statement, examines the materials he or she has submitted, and then sorts out problems and/or offers him or her advice for solving any problems. Depending on the case, the attorney may cease his or her services by merely giving advice on legal procedures, and/or by introducing bar associations or other counseling organizations.

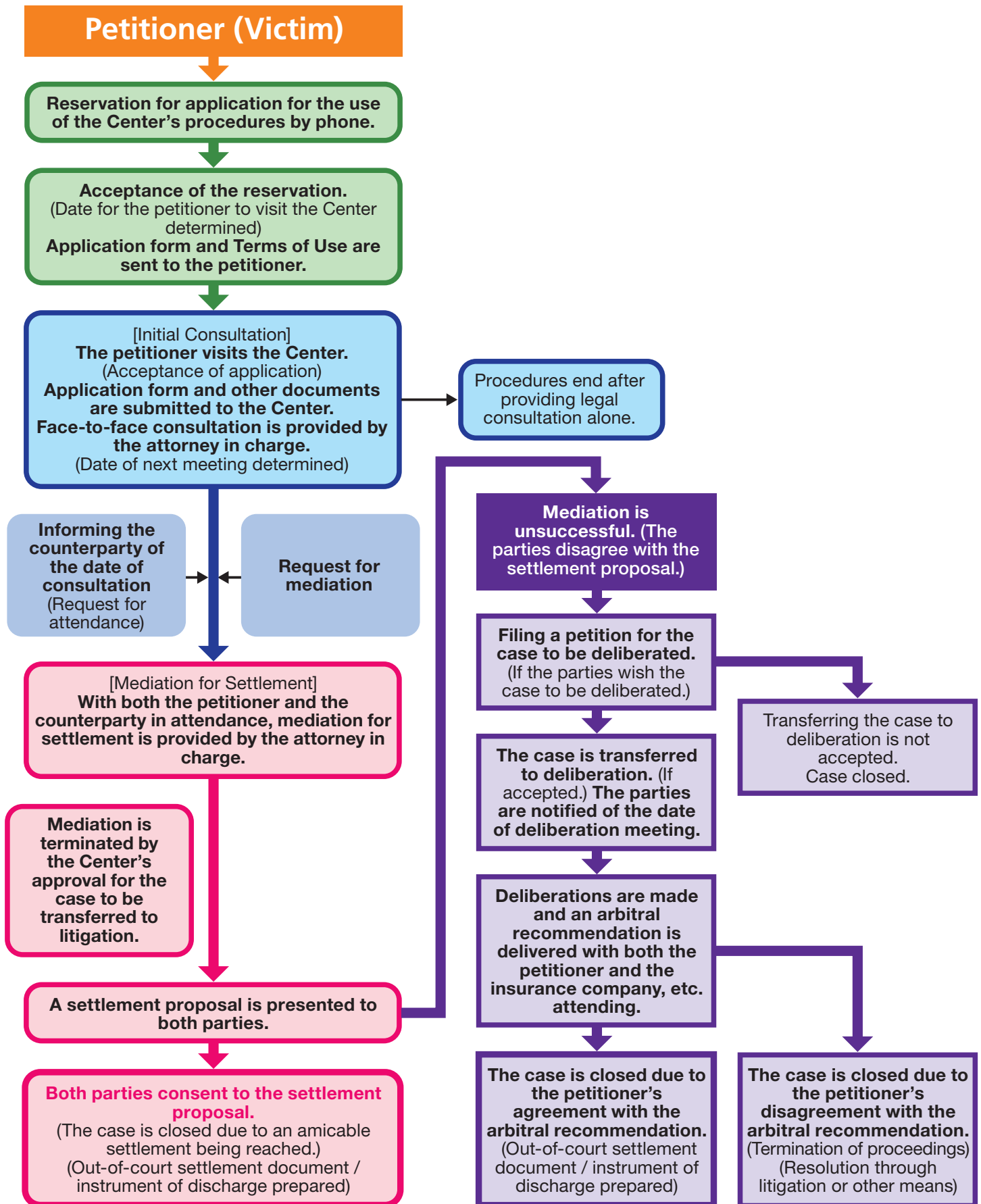
Mediation to achieve an amicable settlement

1. Where a petitioner requests the attorney in charge to mediate for an amicable settlement, the Center will request the counterparty to visit the Center, and then the case will enter into mediation aimed at an amicable settlement between both of the parties (meaning both the petitioner and the counterparty, hereafter, 'the parties'). Such a meeting between the parties is thus usually held at the second meeting or later. If the counterparty is an insurance company, etc., it is obliged to attend the meetings at the Center and accept the mediation discussion.
2. The attorney in charge will listen to both parties' statements of the circumstances under which the accident occurred, and to their opinions regarding the amount of liability damages. The attorney will then prepare a draft amicable settlement in a neutral and fair manner and present it to both parties.
3. If a request to resolve the case by litigation is submitted by the insurance company, etc., the mediation procedure will be suspended and the Center will deliberate whether it is appropriate to transfer the case to litigation. If the Center approves such a request, judging that it is more appropriate for the case to be resolved by litigation, the Center will terminate its procedures. This may apply to such cases where there are insufficient materials clarifying the exact circumstances of the accident, or where a more sophisticated medical assessment is required, as there is inadequate material showing reasonable and probable causation between the accident and the injury.
4. If an agreement for an amicable settlement is reached between the parties by mediation, the attorney in charge will prepare an out-of-court settlement document (or an instrument of discharge), which the parties will sign, seal and exchange.

Deliberations

1. When an attorney in charge judges that mediation will fail to reach an amicable settlement, any of the parties concerned will be able to apply for deliberation, only within 14 days after receiving notice from the Center of such judgment. In the case of an application for deliberation concerning physical damage, there may be some cases where letters of consent accepting the arbitral recommendation by the deliberation board are required to be submitted by both parties in advance. For example, this may apply to such cases where both parties suffer physical damage as a result of a collision between two (or more) cars and both parties are at fault.
2. The cases that the deliberation board takes up are those that involve the insurance companies, etc. with which the counterparty, i.e., the perpetrator, has made a contract for automobile insurance or automobile mutual aid and which have agreed to respect the arbitral recommendations of the Center and, further, which, in the insurance policy wordings of the respective companies or cooperatives applicable to the accident, provide for the accident victim's right to be able to claim against them directly.
3. When deliberations are completed by the board, an arbitral recommendation (conclusion) is delivered. The petitioner is required to respond to the Center as to whether he or she agrees or disagrees with the arbitral recommendation within 14 days of the day they were notified of the recommendation. If there is no answer from the petitioner after this period, he or she will be regarded as disagreeing with the arbitral recommendation.
4. When the petitioner agrees with the arbitral recommendation, then since the insurance company, etc. is to respect arbitral recommendations made by the Center, the attorney in charge will draw up an out-of-court settlement document (or an instrument of discharge) based on the content of the recommendation. Even if the petitioner agrees with the arbitral recommendation, he or she may be regarded as withdrawing his or her agreement if he or she does not agree to the drawing up of the out-of-court settlement document or the instrument of discharge. (However, the petitioner will not be allowed to withdraw his or her agreement with the arbitral recommendation in the case of physical damage where he or she has submitted his or her letter of consent complying with the recommendation made by the deliberation board.)

Procedures for legal consultations, mediation and deliberations provided by the Center are as follows. Please note that some aspects of how these procedures are handled may differ slightly among the organization's headquarters, its branches and consultation offices.



- Note**
1. 'Petitioner' means the victim of an automobile accident.
 2. 'Counterparty' means the perpetrator, or the insurance company or the corporative with which the perpetrator has made a contract for automobile insurance or automobile mutual aid.
 3. If the case relates only to physical damage and not to bodily injury, or if the case is petitioned by a representative attorney (including an authorized judicial scrivener granted the power of litigation representation at summary courts), the procedure for mediation for settlement will, in principle, start from the initial meeting in order to reach a prompt settlement. In such a case, the petitioner is required to inform the counterparty of the date of the first meeting and request him or her to attend the meeting. (This procedure may differ depending on whether the meeting is held at the Center's headquarters, one of its branches or one of its consultation offices.)

Main documentation that needs to be prepared

Copies of the following materials need to be submitted. (Note: originals are not acceptable.) In principle, materials submitted by the user will not be returned.

- ** The name of the insurance company or the cooperative with which the counterparty has made a contract for automobile insurance or automobile mutual aid, the name of the person in charge of the case (the name of the representative attorney) at the insurance company or the cooperative, and their contact telephone number(s) need to be confirmed in all cases.
- ** Where copies of materials that contain a so-called 'My Number' (Personal Identification Number) need to be submitted, be sure to blot out the 'My Number' before submitting such copies to the Center.

Required documentation in all cases

- Certificate of Traffic Accident issued by the Japan Safe Driving Center
- Report on the circumstances under which the accident occurred
- ** In addition to the above, copies of the following documents may need to be submitted depending on the circumstances of the accident.

In the case of personal accident and/or permanent disability

- Medical certificate and/or statement of medical fees
- Document pertaining to diagnosis of permanent disability.
- Certificate of the approval of permanent disability grade
- Statement of hospital transportation fees and other expenses
- Withholding tax slip and/or Certificate of tax payment
- Statement of the amount of indemnification for legal liability presented by insurance companies or cooperatives

In the case of a fatal accident

- Death certificate or Postmortem report
- Family register certificate
- Receipts of hospital fees and related expenses
- Receipts related to funeral expenses

In the case of an accident resulting in physical damage

- Estimate of repair costs
- Pictures of own car and the counterparty's car
- Receipts of car rental fees and/or courtesy car charges
- Documents certifying the owner of the victim's automobile (Vehicle Inspection Certificate, etc.)

- ** Documents regarding personal information included among the materials to be submitted to the Center will be utilized for the purpose of solving disputes at the Center. Methods for acquiring personal information and providing such to a third party at the Center will also be handled according to the Act on the Protection of Personal Information.

Situations in which the procedures for ADR services provided by the Center are terminated

Procedures for ADR services provided by the Center are to be terminated in the following cases, and the relationship between the parties and the Center are also terminated (see Terms of Use for details).

- where the Center will not engage in mediation (Article 3 of the Terms of Use).
- where mediation shall be terminated (Article 15 of the Terms of Use).
- where procedures for services at the Center shall be terminated (Article 23 of the Terms of Use).
- ** Once the procedures have been terminated at the Center, users cannot re-apply for the Center's ADR services.

Responsibilities and obligations of the parties

When the parties use procedures provided by the Center for mediating an amicable settlement, such parties bear responsibility for and are obliged to comply with the following.

For details, please refer to the Terms of Use (Article 8 of the Terms of Use).

The parties should comply with the Terms of Use and must not conduct any of the following:

- Insisting on false facts when the parties use mediation for an amicable settlement provided by the Center.
- Defaming, slandering or taking intimidating action towards the counterparty of individual cases, the attorneys in charge, and/or staff members of the Center.
- Taking any other actions that might prevent the Center from conducting its business in a smooth and fair manner as stated in the annexes to the Terms of Use.
- ** When the Center has judged that any of the parties do not themselves comply with their responsibilities and obligations, the Center may terminate its procedures.

Notes for the use of ADR services by the Center

1. In principle, legal consultations, mediation, and deliberations offered by the Center are provided on condition that the petitioner, the counterparty and/or their representative attorneys (including their authorized judicial scriveners granted the power of litigation representation at summary courts) are in attendance. The petitioner cannot ask any persons other than his or her representative attorneys to become involved, such as asking others to participate in or accompany him or her at procedures relating to the use of services provided by the Center. However, such restriction does not apply in cases where the attorney in charge or the deliberation board in particular approves other persons. In order to confirm the relationship between the petitioner and his or her representative, the representative shall be asked to submit such necessary documents, as instructed by the Center, including a Power of Attorney and a certificate of the registered seal of the victim him or herself (or the person with parental authority if the victim is a minor). If the victim him or herself does not have the mental capability to make a judgment and cannot submit a Power of Attorney, etc., procedures for the appointment of his or her adult guardian will need to be taken.
2. Those who may be allowed to enter the consultation rooms when legal consultations or mediation are provided at the Center are limited to those parties involved in the accident themselves (including their legal representatives) or their representative attorney.
3. Although fees for legal consultations, mediation and deliberations are not charged, any costs such as those for collecting medical documents, fees for transportation to and from the Center and communication fees (telephone, fax, etc.) for the use of services provided by the Center shall be borne by the parties themselves.
4. Although the attorney in charge will listen to an explanation of the petitioner putting him or her in the position of the petitioner (the victim of the traffic accident), the attorney will proceed with mediation not as a representative attorney commissioned by the petitioner but as a third party taking a neutral and fair position. The attorney in charge is to commit to the case from beginning to end, and cannot be changed at the request of the petitioner during the course of mediation.
5. If appointments for legal consultation or procedures for mediation or deliberation become unnecessary for the petitioner as a result of completion of a settlement with the counterparty, he or she is required to inform the Center that he or she is to withdraw his or her use of such services immediately.
6. In the course of proceeding with legal consultations, mediation and/or deliberations, the parties are required to follow instructions by the attorney in charge, the jurors of the deliberation board and/or staff members of the Center, and to cooperate with the Center for the completion of amicable settlements following the Terms of Use without performing any action such as defaming, slandering or taking intimidating action towards the counterparties.
7. The right to claim damages is subject to extinctive prescription. Applications to the Center shall not cause the suspension of the running of prescriptions. In order to suspend the running of prescriptions, the petitioner is required to take legal procedures to nullify the commencement of the prescription by him or herself. If extinctive prescription has been completed and the counterparty is claiming the benefit of prescription at the reservation for application made by telephoning the Center, the application cannot be accepted.

Disputes where the Center cannot engage in legal consultations, mediation or deliberations

1. The Center will not provide ADR services in the following cases:
 - (1) The counterparty in the dispute is not related to perpetrators of accidents caused by automobiles (including motorcycles with a displacement of less than 50cc), for example, liability disputes arising from accidents between cyclists and pedestrians, or among cyclists.
 - (2) Disputes are related to payments of claims for coverage by insurance companies or cooperatives with which the victims themselves have made contracts, such as payments for passengers' personal accident coverage or personal accident compensation coverage.
 - (3) Disputes are related to the approval of permanent disability grade for Compulsory Automobile Liability Insurance or Compulsory Mutual Automobile Liability Insurance, or judgment of liability or non-liability for damages.
 - (4) Disputes are related to subrogation issues among insurance companies or cooperatives, or with medical institutions or social insurance, etc.
 - (5) Disputes are related to accidents where the insurance company or the cooperative of the counterparty is not identified.
2. Where the counterparty causing an accident has taken out automobile mutual aid other than with insurance companies, etc. that respect arbitral recommendations made by the Center, or has not taken out automobile insurance or automobile mutual aid, and where the counterparty disagrees with mediation and deliberation by the Center, it cannot proceed with mediation and deliberations.

Q&A

Q1. What are the advantages of using ADR services provided by the Center?

A1. The Center is a public interest incorporated foundation which provides a system for resolving disputes related to liability damages caused by automobile accidents more promptly than in court (see Q&A 8).

The Center's commissioned attorneys, who have a deep knowledge of and experience in liability issues related to traffic accidents, provide mediation from a neutral and fair standpoint. The public is encouraged to use these services with peace of mind, as the Center provides such services free of charge.

If a settlement by mediation is not attained, the parties can file for deliberation with the deliberation board (see Q&A 9).

Q2. How can I apply for ADR services provided by the Center?

A2. Firstly, you need to make a reservation to use ADR services by telephone. Upon receiving a reservation request, the Center will confirm whether the case applied for satisfies the conditions required for conducting mediation services (see Q&A 3). If the case satisfies such conditions, the application will be accepted. The applicant will then be asked to visit the Center's office to make an application on the reserved date. As the Center will send him or her a notification outlining the date and time of the initial consultation, etc., together with an application form for the use of the Center's services, the Terms of Use and other documents after the reservation has been made by telephone, the applicant is required to agree with the Terms of Use before applying to and then submit the application form to the Center.

Q3. If I am receiving medical treatment, can I apply for ADR services provided by the Center?

A3. No. You will be able to apply only after the amount of liability damages is presented to you by the counterparty after your medical treatment is completed and, if you suffer permanent disability, all procedures for the approval (including in the case of filing of formal objections) of your permanent disability grade for Compulsory Automobile Liability Insurance (Compulsory Mutual Automobile Liability Insurance) are also completed.

Q4. Are there any charges for using ADR services provided by the Center?

A4. No, you can use its services free of charge.

However, you will be responsible for paying any fees for obtaining medical documentation, transportation to and from the Center (including parking), any fees for preparing related documents (including photocopying), and fees for communication such as the telephone, etc.

Q5. When I use ADR services provided by the Center, will I need to commission an attorney?

A5. No, you do not need to commission an attorney at your own expense.

The consultation attorneys commissioned by the Center will respond to victims using the Center's services appropriately in order to obtain their understanding in a neutral and fair manner, even if they themselves do not have adequate knowledge of related laws for liability issues or are not accustomed to negotiating disputes with counterparties. Therefore, the Center encourages you to use its services without cause for concern. All fees required by the Center's attorneys are free of charge.

Q6. Are attendees at mediation meetings, etc. limited to the victim him or herself?

A6. In principle, the victim him or herself (the claimant of liability damages) shall attend the meetings for mediations by him or herself. Where the victim him or herself is unavoidably unable to attend a meeting, then based on the judgment of the attorney in charge, the victim's spouse, parents and/or children who are aware of the circumstances of the accident and the condition of the victim, may be asked to attend the meetings on behalf of the victim.

In order to confirm the relationship between the victim and his or her representative, the latter shall be asked to submit to the Center a Power of Attorney and a certificate of the registered seal of the victim him or herself (or the person with parental authority if the victim is a minor) as instructed by the Center. Where the victim is deceased, a representative of his or her next of kin (heirs) will, in principle, be asked to attend the meetings. If the representative is to attend the meetings, a Power of Attorney and a certificate of the registered seals of all other heirs are required to be submitted to the Center.

Q7. How does the Center proceed with mediation for amicable settlements?

A7. The attorneys in charge at the Center will make their best efforts to reach agreement between both of the parties by listening to the statements made by both sides and mediating between them from a neutral and fair standpoint.

When both sides reach an agreement, procedures for mediation will cease as an amicable settlement attained.

Each consultation or mediation session is to last up to approximately one hour.

Q8. How many times do the parties need to attend meetings including the initial session?

A8. In the case of damages for bodily injury, generally speaking, more than 70% of such cases reach amicable settlements within three meetings, and more than 90% within five meetings. In the case of physical damage, the majority of such cases complete settlement within a couple of meetings.

Q9. Can you give an outline of the deliberation procedures?

A9. The parties can plead the case for deliberation when mediation ends unsuccessfully.

Procedures for deliberation are separate from mediation.

Deliberations are conducted by deliberation boards and each board comprises one scholar of the law, one former judge and one experienced attorney. At the deliberation, members of the board receive an explanation from both parties again of the points in dispute and the circumstances of the accident, etc., and they then determine their arbitral recommendation (conclusion) by deliberation and the ensuing agreement of all the members of the board.

The insurance companies, etc. are obliged to respect arbitral recommendations. If the victim agrees with the recommendation, a settlement can be reached.

Conversely, if the victim disagrees, procedures for a resolution of the dispute will be terminated at the Center.

The Terms of Use define what those persons who use procedures for legal consultations, mediation for amicable settlements and deliberations provided by the Japan Center for Settlement of Traffic Accident Disputes, Public Interest Incorporated Foundation are asked to know and to comply with. As it is a precondition for those users of the Center's ADR services to comply with the Terms of Use, please be sure to read the Terms before applying to the Center and then submit the necessary application forms.

Offices accepting applications for the use of ADR services by the Center

Offices accepting applications	Location of the petitioner's residence or of the accident
Sapporo Branch Office	Hokkaido
Sendai Branch Office	Miyagi Prefecture, Aomori Prefecture, Iwate Prefecture, Akita Prefecture, Yamagata Prefecture and Fukushima Prefecture.
Tokyo HeadQuarters Saitama Consultation Office	Tokyo, Kanagawa Prefecture, Chiba Prefecture, Yamanashi Prefecture, Ibaraki Prefecture, Saitama Prefecture, Gunma Prefecture, Tochigi Prefecture, Nagano Prefecture and Niigata Prefecture.
Nagoya Branch Office	Aichi Prefecture, Gifu Prefecture and Mie Prefecture.
Shizuoka Consultation Office	Shizuoka Prefecture
Kanazawa Consultation Office	Ishikawa Prefecture, Toyama Prefecture and Fukui Prefecture.
Osaka Branch Office	Osaka, Hyogo Prefecture, Kyoto, Shiga Prefecture, Nara Prefecture and Wakayama Prefecture.
Hiroshima Branch Office	Hiroshima Prefecture, Okayama Prefecture, Yamaguchi Prefecture, Tottori Prefecture and Shimane Prefecture.
Takamatsu Branch Office	Kagawa Prefecture, Ehime Prefecture, Tokushima Prefecture and Kochi Prefecture.
Fukuoka Branch Office	Fukuoka Prefecture, Saga Prefecture, Nagasaki Prefecture, Kumamoto Prefecture, Oita Prefecture, Miyazaki Prefecture, Kagoshima Prefecture and Okinawa Prefecture.

List of locations of the Japan Center for Settlement of Traffic Accident Disputes (JCSTAD)

Tokyo Headquarters	TEL: 03-3346-1756 FAX: 03-3346-8714 25th F., Shinjuku Monolith Building, 2-3-1, Nishishinjuku, Shinjuku Ward, Tokyo, 〒163-0925
Sapporo Branch	TEL: 011-281-3241 FAX: 011-261-4361 4th F., Sapporo Bengoshi-kaikan Building, Kita-1-Jo Nishi 10-Chome, Chuo Ward, Sapporo City, 〒060-0001
Sendai Branch	TEL: 022-263-7231 FAX: 022-268-1504 11th F., Sendai Daiichi-Seimei Tower Building, 4-6-1, Ichibancho, Aoba Ward, Sendai City, 〒980-0811
Nagoya Branch	TEL: 052-581-9491 FAX: 052-581-9493 24th F., Sumitomo-Seimei Nagoya Building, 2-14-19, Meiekinami, Nakamura Ward, Nagoya City, 〒450-0003
Osaka Branch	TEL: 06-6227-0277 FAX: 06-6227-9882 South Side of 4th F., Koderia-Plaza Building, 2-5-23, Kitahama, Chuo Ward, Osaka City, 〒541-0041
Hiroshima Branch	TEL: 082-249-5421 FAX: 082-245-7981 5th F., NREG Hiroshima-Tatemachi Building, 1-20, Tatemachi, Naka Ward, Hiroshima City, 〒730-0032
Takamatsu Branch	TEL: 087-822-5005 FAX: 087-823-1972 3th F., Kagawa-ken Bengoshi-kaikan Building, 2-22, Marunouchi, Takamatsu City, 〒760-0033
Fukuoka Branch	TEL: 092-721-0881 FAX: 092-716-1889 10th F., Fukuoka-Tenjin Fukoku-Seimei Building, 1-9-17, Tenjin, Chuo Ward, Fukuoka City, 〒810-0001
Saitama Consultation Office	TEL: 048-650-5271 FAX: 048-650-5272 7th F., Omiya-Shimocho 1-Chome Building, 1-8-1, Shimocho, Omiya Ward, Saitama City, 〒330-0844
Kanazawa Consultation Office	TEL: 076-234-6650 FAX: 076-234-6651 12th F., Kanazawa Fukoku-Seimei Ekimae Building, 2-11-7, Honmachi, Kanazawa City, 〒920-0853
Shizuoka Consultation Office	TEL: 054-255-5528 FAX: 054-255-5529 4th F., Taiju-Seimei Shizuoka-Ekimae Building, 11-7, Kuroganecho, Aoi Ward, Shizuoka City, 〒420-0851