

Terms of Use of the Center

Tentative Translation: This is not an officially-authorized translation and is provided for reference only.
Only the original Japanese version is legally valid.

The following terms define what persons who use legal consultations, and procedures for mediation for amicable settlement and deliberations provided by the Japan Center for Settlement of Traffic Accident Disputes, Public Interest Incorporated Foundation are asked to familiarize themselves and comply with. As it is a precondition for users to comply with the Terms, please be sure to read them before applying to the Center and then submit the necessary application forms.

The handling of personal information is stipulated in Article 11. This is important. Please be sure to read the provisions carefully.

If anything is unclear in these terms, please contact the headquarters, the branch or the consultation office where you have made a reservation to make an application for the use of ADR services provided by the Center.

The Japan Center for Settlement of Traffic Accident Disputes, Public Interest Incorporated Foundation Terms of Use

(Business of the Center)

- 1
 - (1) The Japan Center for Settlement of Traffic Accident Disputes, Public Interest Incorporated Foundation (hereafter referred to as 'the Center') defines its main business as the provision of legal consultations, mediation for amicable settlements and deliberations (hereafter referred to as 'these procedures') in order to solve disputes pertaining to damages caused by automobile accidents.
 - (2) The following disputes are not covered under these procedures.
 - ① Liability disputes that arise from accidents between cyclists and pedestrians, or among cyclists.
 - ② Disputes that are related to payments of claims for coverage by insurance companies or mutual aid cooperatives with which the victims themselves have made contracts such as payments for passengers' personal accident coverage or personal accident compensation coverage.
 - (3) The following cases are not dealt with under these procedures. However, if either the perpetrator, or the insurance company or the cooperative (hereafter the insurance company or the cooperative is referred to as 'the insurance company, etc.')
 - agrees with these procedures, the Center may proceed with these procedures.
 - ① Where the perpetrator who caused an accident has not taken out voluntary automobile insurance or mutual aid.
 - ② Where the voluntary automobile insurance (or mutual aid) that the perpetrator who caused an accident has taken out does not provide the victim's right to make a claim against the insurance company, etc., directly in its policy.
 - ③ Where the voluntary automobile mutual aid that the perpetrator who caused an accident has taken out is from any organization other than the following:
 - The National Mutual Insurance Federation of Agricultural Cooperatives,
 - The National Federation of Workers and Consumers Kyosai Insurance 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.

(Application for use of the Center's procedures)

- 2
 - (1) A victim of a traffic accident (hereafter referred to as 'the petitioner') who intends to use these procedures is required to submit an application form, provided by the Center, for his or her own liability damages dispute arising from an automobile accident. The petitioner may apply orally to use these procedures only if there is a special reason such as the applicant has difficulty in filling in the application form.
 - (2) Applications must be made either at the Center's headquarters, one of the branch offices, or one of the consultation offices according to the location of the petitioner's residence, or of the accident, as shown in the Annexed List of Locations, except where the location for the application has been agreed upon, in advance, by both the victim and the perpetrator or his or her insurance company, etc., (hereafter the perpetrator, or his or her insurance company, etc., is referred to as 'the counterparty'). However, this provision does not apply when the Center determines that there are avoidable circumstances for the petitioner to apply to the headquarters, one of the branch offices, or one of the consultation offices that

differ from the ones described in the Annexed List.

- (3) If an application for the use of these procedures has been made to a different office, contrary to (2) above, and which is then identified in the course of proceeding with mediation for an amicable settlement, the case may be transferred to either the headquarters, one of the branch offices, or one of the consultation offices described in the Annexed List.
- (4) The petitioner must submit, as instructed by the Center, basic materials regarding his or her particular case, such as the Certificate of Traffic Accident, a rough sketch of the circumstances under which the accident occurred, and a medical certificate, etc., either when submitting their application form or by the date the Center designates.

(Cases where the Center will not engage in mediation)

3 The Center will not engage in mediation for amicable settlements in the following cases.

- ① The case has already been filed for action or is being conciliated in court at the time a reservation for mediation was accepted by the Center. The Center will still engage in mediation even if the counterparties have filed for action or a conciliation request in court after the Center has accepted reservations for mediation.
- ② The case is undergoing procedures at any other alternative dispute resolution organizations such as the Nichibenren Traffic Accident Consultation Center or the Sonpo ADR Center (General Insurance Consultation and ADR Center).
- ③ The case has ultimately been resolved between the petitioner and the counterparty (hereafter the petitioner and the counterparty are referred to as 'the parties') outside of the Center by such means as a final judgment resulting from filing an action or the completion of an amicable settlement by procedure of conciliation in court.
- ④ The case is deemed to be an application for mediation despite having an unjustifiable purpose such as a fraudulent claim.
- ⑤ The petitioner is deemed not to have a legitimate right to or authority regarding the claim.
- ⑥ The conduct of the claim is suspected of being against Article 72 of the Attorney Act.
- ⑦ It becomes difficult for the Center to proceed with mediation due to a violation of the Terms of Use by the parties.
- ⑧ The claim is the same case for which mediation procedures have been terminated based on Article 23.
- ⑨ It is deemed to be inappropriate for the Center to proceed with mediation due to reasons other than any of the above.

(Costs)

4 The Center offers these procedures free of charge.

However, any costs incurred in preparing any necessary materials to help solve disputes such as the Certificate of Traffic Accident, medical certificates, etc., fees for transportation to and from the Center, and communication fees (telephone, fax, etc.) or similar, shall be borne by the parties themselves.

(Consultants in charge and Jurors)

5 Mediation at the Center is provided by commissioned attorneys who are neutral and fair (hereafter referred to as 'consultants in charge'). Deliberations at the Center are provided by deliberation boards consisting of neutral and fair jurors selected from a number of experienced academics and attorneys (hereafter referred to as 'deliberation boards').

Consultants in charge and jurors conduct such procedures by positioning themselves not as representatives of the parties but as third parties who are fair and neutral.

(Change of consultant)

6 If a consultant in charge has a special relationship with the parties, any one of the parties can ask the Center to change the consultant. (This does not apply where one of the parties only disagrees with or cannot get on well with the consultant.) In such cases, the Center will determine the relationship between the consultant and the party concerned. If the Center judges the request reasonable, the Center will arrange for another consultant in charge.

(Advancing mediation procedures)

7

- (1) Mediation at the Center will be carried out within a time frame of about one hour per session. The consultant in charge will make every effort to settle the case promptly.
- (2) The parties are required to follow all instructions given by the consultant in charge and staff members of the Center regarding the procedures for mediating an amicable settlement, aiming to settle each individual case fairly and appropriately.

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- (3) When the parties receive instructions from the consultant in charge during the course of mediation, they are required to promptly submit any materials that form the basis of their petition regarding their individual case.

If no materials are submitted and the consultant in charge judges that it is impossible to calculate the proper amount of damages, the procedure for mediating an amicable settlement may be terminated.

(Responsibilities and obligations of the parties)

- 8 The parties are obliged to comply with the Terms of Use and must not act in a manner resembling any of the following:

- ① Insisting on false facts when the parties use mediation provided by the Center
- ② Defaming, slandering or taking intimidating action towards the counterparty of an individual case, the consultant in charge and/or staff members of the Center.
- ③ Taking any other actions that might prevent the Center from conducting its business in a smooth and fair manner as described in Annex 1.

(Handling of materials, etc.)

- 9 Copies of originals may, in principle, be acceptable as materials that the parties need to submit to the Center. In principle, materials submitted to the Center by the parties will not be returned.

(Involvement of a third party)

- 10 The parties cannot allow any person other than their representative attorney to become involved by asking a third party to participate in or accompany them during procedures for mediating amicable settlements. However, such may not apply if the consultant in charge considers there to be special circumstances in the case and the party submits any necessary documents, including Power of Attorney, as instructed by the Center.

(Handling of personal information)

11

- (1) The purpose of using personal information pertaining to the parties that the Center obtains (hereafter referred to as 'personal information'), and the method of obtaining and providing such information to a third party are as follows:

- ① Purpose of use
The purpose of using personal information at the Center is limited to whatever is necessary to conduct legal consultations, mediation for amicable settlements, and deliberations relating to damages resulting from automobile accidents, and to carry out its related business procedures smoothly.
- ② How the information is obtained
The Center obtains personal information with the consent of the party who owns the information.
- ③ How the information is provided to a third party
The Center may possibly provide a third party, other than the Center itself (such as the perpetrator or the insurance company, etc., that form the counterparty, medical institutions, or automobile appraisers, etc.) with personal information which the Center obtains in order to enable the Center to conduct its business or where it is required based on related laws and regulations.
When the counterparty provides the Center with any related materials such as a medical certificate and/or a document stating the physician's professional opinion, etc., the party is required to obtain the consent of the petitioner him or herself in advance.

- (2) If consent relating to items ② and ③ of paragraph (1) cannot be obtained, there are cases where the procedures may sometimes come to an end.

(Presenting the parties with a proposal for settlement)

- 12 The consultant in charge sorts out the allegations the parties have made and then makes every effort to present the parties with a settlement proposal promptly.

(Suspension of mediating an amicable settlement)

- 13 The consultant in charge may suspend mediation even after the consultant has started such a procedure when any one of the following facts for such suspension has been revealed. If the procedure for mediation has been suspended, the consultant in charge will notify the parties of the effect in writing.

- ① The petitioner is undergoing treatment.
- ② Procedures for the approval of the grade of permanent disability that the petitioner has applied for are in process.
- ③ Procedures to protest against the approval of the grade of permanent disability filed by the petitioner are in process.

- ④ Procedures for filing by the petitioner with the Dispute Settlement Organization for Compulsory Automobile Liability Insurance and Mutual Aid Claims for mediating settlement of a dispute regarding the approval of the grade of permanent disability are in process.
- ⑤ Cases where the petitioner has notified the consultant in charge of his or her intention to exercise their right to any of the above applications or filings described in ② to ④ above.
- ⑥ Circumstances other than the above where it is deemed difficult for the consultant in charge to proceed with mediation.

(Disposition of cases suspended for a long period)

14 The consultant in charge may cease mediation for a case which has been suspended pursuant to the provisions in the preceding Article, if the conditions under which the mediation has been suspended have not been cleared up even 6 months after such notification under the preceding Article was released. However, such action may not be applied to cases where there are legitimate reasons why the situation has not been resolved.

(Termination of mediation)

15 Mediation shall be terminated in the following cases:

- ① When an amicable settlement has been attained.
- ② When the consultant in charge judges that there is no expectation for the case to be settled amicably, and mediation ends unsuccessfully.
- ③ When the petitioner withdraws his or her case for an amicable settlement.
- ④ When the insurance company, etc., requests that the dispute be solved through judicial proceedings (a request for the case to be transferred to litigation) and then the Center approves such a request for the case to be transferred to and settled by litigation.
- ⑤ When it becomes clear that the case is applicable to any item under Article 3.
- ⑥ When the consultant in charge ceases mediation based on Article 14.
- ⑦ When it is recognized that the petitioner does not wish to visit the Center again to attend meetings for which the day of the next meeting has not been determined.

(Petition for deliberation of the case)

16

- (1) In the case of Article 15, item ②, the consultant in charge shall inform the parties that mediation has ended unsuccessfully.
- (2) Any of the parties may make a petition for their case to be deliberated within 14 days after receiving notice of paragraph (1). However, if the counterparty applies for deliberation, he or she must obtain the consent of the petitioner.
- (3) In the case of an application for deliberation concerning physical damage, there may be some cases where it is required that the letter of consent accepting the deliberation board's arbitral recommendation be submitted by the petitioner in advance.

(Circulation of the case to the deliberation board)

17 When the parties apply for deliberation based on paragraph (2) of Article 16, the consultant in charge organizes points of dispute between the parties which have become clear during mediation, and then proceeds with the relevant procedures for filing the case for deliberation to the board.

(Provisions for mediation correspondingly applied to deliberations)

18 Article 6, paragraphs (2) and (3) of Article 7, Article 8 and Article 10 are applied in similar fashion to procedures for deliberation.

(Deliberation and issuing arbitral recommendations)

19

- (1) Deliberation boards listen to explanations and respective petitions regarding individual cases from consultants in charge and the parties themselves, and then make arbitral recommendations. The parties can provide such necessary explanations and state their own petitions by attending meetings of the deliberation board.
- (2) Deliberation boards may determine that a case is unsuitable for deliberation without taking the steps outlined in paragraph (1) and refrain from deliberating and issuing arbitral recommendations in the following cases.
 - ① The case is deemed applicable to any item under Article 3.
 - ② The case does not satisfy certain conditions* in deliberating physical damage disputes which the deliberation board considers necessary for settlement of the case.

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* The following is an example applicable to such conditions.

Where both parties suffer physical damage as a result of a collision between two cars and both parties are at fault, it becomes a precondition for the deliberation board to deliberate and make an arbitral recommendation that both owners of the vehicles (the claimants for damages) consent to accepting the arbitral recommendation on damage to each of the parties.

③ Other cases which are recognized as being unsuitable for deliberation.

(Withdrawal of a petition for deliberation)

20 The parties may withdraw their petitions for deliberation at any time.

However, if the counterparty withdraws his or her petition for deliberation, he or she needs to obtain the consent of the petitioner.

(Response to an arbitral recommendation and retraction of consent)

21

(1) 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 that he or she was notified of such recommendation. If there is no response from the petitioner after this period, he or she will be regarded as disagreeing with the arbitral recommendation.

(2) 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 drawing up an out-of-court settlement or an instrument of discharge.

(Binding power of an arbitral recommendation)

22 In principle, the petitioner is not bound by an arbitral recommendation. However, the insurance companies, etc., which have made agreements with the Center are obliged to respect arbitral recommendations.

(Termination of the procedures)

23 These procedures shall be terminated in the following cases, with the result that the relationship between the parties and the Center is also terminated.

- ① Where mediation for an amicable settlement has been terminated based on Article 15. However, this will not apply to cases where the petition has been made based on Paragraph (2) of Article 16.
- ② Where the case has been determined unsuitable for deliberation by the deliberation board based on Paragraph (2) of Article 19.
- ③ Where the petition for deliberation has been withdrawn based on Article 20.
- ④ Where the petitioner has answered that he or she disagrees with the arbitral recommendation based on Paragraph (1) of Article 21 (this includes where the petitioner is regarded as disagreeing with the arbitral recommendation because the time allowed for the answer has expired), and the petitioner is regarded as withdrawing his or her agreement with the arbitral recommendation based on Paragraph (2) of the same Article.
- ⑤ Where the case has been settled amicably between the parties based on the arbitral recommendation of the deliberation board.
- ⑥ Where the parties have not followed the provisions stated in Terms of Use, or where the consultant in charge or the deliberation board has recognized that termination of these procedures is appropriate following Paragraph (3) of Article 7, Article 8, or Paragraph (2) of Article 11.

(Cases where a second application is not acceptable)

24 In individual cases for which procedures have been terminated based on Article 23, a second application will not be accepted. However, this will not apply to cases where conciliation at the court has failed to reach settlement among the cases applicable to Item ① of Article 3, and where the procedures have failed to reach a settlement at some other alternative dispute resolution organizations based on Item ② of the same Article.

(Management of prescription)

25 The right to claim damages is subject to extinctive prescription. Use of these procedures at 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.

(Revision of the Terms)

26 These Terms of Use may be revised without prior notification. Any revised Terms shall be applied to procedures being dealt with at time of the revision.

<Annexed List>

Annexed List of Locations described in Paragraph (2) of Article 2 (Application for use of the Center's procedures) of the Terms of Use

Applications for the use of services provided by the Center can be accepted either at the headquarters, one of branch offices or one of the consultation offices depending on the location of the petitioner's residence or of the accident.

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 Shizuoka Consultation Office Kanazawa Consultation Office	Aichi Prefecture, Gifu Prefecture and Mie Prefecture. Shizuoka Prefecture 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.

<Annex 1>

The following points, 1 to 9, are actions that might interfere with the Center conducting its business in a smooth and fair manner based on Item ③ of Article 8 (Responsibilities and obligations of the parties) of the Terms of Use.

- 1 Obstructing the procedures by infringing upon the provisions of Paragraph (2) or (3) of Article 7 (Advancing mediation procedures).
- 2 Not attending meetings on the day(s) designated by the Center, or not responding to a request to attend a meeting without a legitimate reason.
- 3 Contacting staff members, consultants in charge and jurors without obtaining their prior consent by telephone, or persistently demanding to have a meeting.
- 4 Making an application for the use of the Center's procedures, or attempting to receive such procedures by misrepresenting the victim him or herself or the status of the victim's family, etc., or pretending to be the victim him or herself.
- 5 Unacceptable behavior towards other users such as shouting, behaving violently, drinking or smoking within the Center's premises, including the waiting or consultation rooms.
- 6 Bringing hazardous materials including knives, firearms and volatile fuels into the Center.
- 7 Recording or photographing the content of such procedures relating to individual cases.
- 8 Publishing the content of the procedures for individual cases on the Internet or other means without prior permission of the Center.
- 9 Performing other similar acts which the Center considers equivalent to the above.