

TITLE INSURANCE ARBITRATION RULES OF THE AMERICAN LAND TITLE ASSOCIATION**1. Definition of Terms**

The following terms when used in these ALTA® Rules mean:

- a. "AAA": The American Arbitration Association®.
- b. "AAA Rules": The Consumer Arbitration Rules and Commercial Arbitration Rules of the AAA.
- c. "ALTA": The American Land Title Association®.
- d. "ALTA Rules": These Title Insurance Arbitration Rules of the American Land Title Association.
- e. "FAA": The Federal Arbitration Act (9 U.S.C. §§ 1, et seq.).
- f. "Title Insurance Contract": The title insurance commitment, title insurance policy, or closing protection letter.

2. Maintenance of these ALTA Rules

The ALTA is responsible for maintenance and publication of these ALTA Rules. The ALTA Rules are available at www.alta.org/arbitration.

3. Incorporation of the AAA Rules

These ALTA Rules incorporate by reference the applicable AAA Rules. Specifically, the Consumer Arbitration Rules apply in all instances except when neither party is a consumer, in which case the Commercial Arbitration Rules apply. The AAA Rules are available at www.adr.org.

4. Applicability

These ALTA Rules apply to any arbitration arising out of or relating to any Title Insurance Contract.

5. Administration

The AAA will administer disputes pursuant to these ALTA Rules, unless the parties agree to select an alternative administrator. If the administrator is or becomes unavailable, the unavailability shall be deemed a "lapse in the naming of an arbitrator" under Section 5 of the FAA, and an appropriate court may designate an arbitrator as provided for under the FAA.

6. Fixing of Locale

The parties may agree on the locale where the arbitration is to be held. Absent such agreement, the arbitrator will determine the locale within the United States based on the convenience of the parties and, if applicable, the relevant AAA Rules.

7. Prohibition of Class or Representative Arbitration and Consolidation of Arbitrations

Notwithstanding any provision of the AAA Rules, class or representative arbitration is not permitted. Arbitrations shall not be joined or consolidated, unless all of the parties to each arbitration expressly consent to do so after the arbitration has been initiated.

8. Attorney Work Product Doctrine and Attorney-Client Privilege

The arbitrator must apply the attorney work product doctrine and attorney-client privilege under the same principles that a court would apply in the jurisdiction where the arbitration is held, whether the attorney work product doctrine or attorney-client privilege is considered a legal privilege or a procedural discovery rule under the law of the jurisdiction where the land is located.

9. Fee Schedule for Arbitration

The provisions of the relevant AAA Rules, as modified by the Title Insurance Contract, regarding payment of the fees for arbitration (including compensation of the arbitrator) shall apply.