

DISPUTE RESOLUTION PROTOCOL

BETWEEN

ON SIDE RESTORATION CUSTOMERS (THE “INSURED”)

AND

ON SIDE RESTORATION (THE “COMPANY”)

DISPUTE RESOLUTION PROCESS

It is On Side’s objective that the Project Manager resolve client issues without having to resort to the formal dispute process outlined in this document.

This process has been established as a protocol to assist in resolving disputes without creating legal obligations for either party. It is not an arbitration agreement established under the *Commercial Arbitration Act*.

An Insured wishing to resolve a dispute regarding an invoice, a decision, an action, missing items, scope of work, completeness of work, quality of work or timeliness of work that has been carried out by On Side Restoration in relation to a Project that On Side has entered into with the Insured may elect to use the Dispute Resolution Process as follows:

Part 1 – Local Resolution

1. The Insured and the On Side Project Manager responsible meet to discuss and attempt to resolve the dispute. (The Project Manager will give the Insured the name and contact information for his Branch Manager in the event that they are unable to reach a resolution within the conditions outlined below.)
2. If there is no resolution within 3 calendar days of this meeting, the Insured is free to contact the On Side Branch Manager to discuss and attempt to resolve the dispute. The Insured should be prepared to discuss the specific reasons for the dispute, pertinent facts and desired outcomes.
3. The Branch Manager, on behalf of On Side and in consultation with the claim adjuster, must provide a written response in a format similar to Form A within 7 calendar days, not including any statutory holidays. This response must either:
 - (a) indicate agreement with the Insured’s position and proposed resolution; or
 - (b) propose an alternative to the Insured’s resolution with written reasons for the alternative; or
 - (c) reject the Insured’s resolution with written reasons for the rejection.
 - (d) If the Branch Manager fails to provide a written response within this time period, the Insured can immediately bring their dispute to the Executive Vice President.
4. If either 3(b) or 3(c) above occur, the Insured may either accept the Company’s response, or present their dispute to the Regional General Manager (Alberta) or the Customer Service Manager (British Columbia).
5. The Regional General Manager (Alberta) or the Customer Service Manager (British Columbia), on behalf of On Side and in consultation with the claim adjusting manager, must provide a written response in a format similar to Form A within 7 calendar days, not including any statutory holidays. This response must either;

- (a) indicate agreement with the Insured's position and proposed resolution; or
 - (b) propose an alternative to the Insured's resolution with written reasons for the alternative; or
 - (c) reject the Insured's resolution with written reasons for the rejection.
 - (d) If the Regional General Manager (Alberta) or the Customer Service Manager (British Columbia) fails to provide a written response within this time period, the Insured can immediately bring their dispute to the Dispute Review Panel.
6. If either 3(b) or 3(c) above occur, the Insured may either accept the Company's response, or present their dispute to the Dispute Review Panel.
 7. Time limits may be extended by mutual written agreement, but extensions cannot exceed, an additional 14 calendar days in total.

Part 2 – Request for a Dispute Review Panel

When a dispute is not resolved at the local level and the Insured wishes to file a dispute with the Dispute Review Panel, the following process will be followed:

1. The request to convene a meeting of the dispute Review Panel will be in writing and submitted on a Form A attached.
2. The request will be sent to the Secretary, Dispute Review Panel, On Side Restoration Services Ltd, 3157 Grandview Hwy, Vancouver, BC V5M 2E9 Attention: Executive Assistant to the Executive Vice President.
3. The Secretary will notify the the Regional General Manager (Alberta) or the Customer Service Manager (British Columbia) and the Branch Manager within whose branch the dispute is located, that a dispute Review Panel is being established.
4. The the Regional General Manager (Alberta) or the Customer Service Manager (British Columbia) will state the Company position in a format as shown in Form A, and forward same to the Secretary for distribution to the Dispute Review Panel.
5. The Secretary will establish a Dispute Review Panel according to the conditions outlined in Part III, Dispute Resolution and Review Guidelines.
6. If the dispute is resolved directly between the Insured and the Company prior to the convening of a Panel, then upon both the Company and the Insured advising the Secretary in writing that the dispute is resolved, the dispute will be deleted from the Panel's agenda.

Part 3 – Dispute Resolution and Review Guidelines

1. Principles of Dispute Resolution Process and Dispute Review Panel

- a) promote positive working relations;
- b) arrive at fair and equitable solutions to disputes;
- c) settle disputes in a prompt, effective, and amicable manner;
- d) the Insured and the Company agree to abide by this dispute resolution process.
- e) throughout the dispute resolution process it is expected that both parties will continue to dialogue and seek remedies between them and not solely rely on the Dispute Review Panel for resolution;

2. Membership of Panel

- a) 2 Company members;

- b) 2 Insureds members;
- c) 1 Chairperson;
- d) 1 Secretary, non-voting member provided by the Company

3. Evidence and Information for Panel Meetings

- a) written submission from each party;
- b) Insured and all appended material or documents referred to therein, and all amendments;
- c) additional evidence as considered relevant by the Panel;
- d) expert opinion(s) as required or limited by the Panel;
- e) facts and/or evidence relevant to the dispute (in written or oral form);
- f) Company and/or Insured records touching on matters at issue;
- g) Disputing parties to provide frank, candid and timely disclosure of all relevant facts, documents, information and photographs relevant to the dispute;
- h) Insured and the Company each have the option to provide oral evidence before the Panel and the Panel reserves the right to request verbal presentations from either party; and
- i) Decisions made by a Panel will be based upon evidence submitted at a Panel hearing. The only additional evidence a Panel is entitled to consider will be that derived from site visits if required.

4. Administration of Dispute Resolution Process

- a) The Panel is to convene as required if there are any disputes to be resolved;
- b) All disputes to be filed with the Company – Secretary, Dispute Review Panel, On Side Restoration Services Ltd, 3157 Grandview Hwy, Vancouver, BC V5M 2E9 Attention: Executive Assistant to the Executive Vice President and BC Association of Restoration Contractors Attention Executive Director. These submissions must be presented 14 calendar days in advance of a Panel meeting date so that evidence can be reviewed;
- c) The Secretary provides only administrative services and will not vote on Panel decisions. Administration will include organizing documents, arranging for meeting rooms, mail out dispute information and requests to Panel members, mail out decisions to disputing parties, and other matters of an administrative, not decision making, character;
- d) Chairperson writes Panel decisions;
- e) Whenever possible existing Company or Insured facilities to be used for meetings unless Panel members mutually agree to meet elsewhere;
- f) In filing a dispute, an Insured agrees to follow this dispute resolution process to its completion and abide by the decision if accepted;
- g) When a dispute is filed, the Company agrees to follow the Dispute Resolution Process to its completion and abide by the decision if accepted; and

- h) The Panel reserves the right to limit the number of disputes being heard to a maximum of three, in order of submission, at any given meeting. However, if the Panel feels that more can be dealt with at a single meeting, then additional disputes in order of submission can be heard.

5. Panel Members

- a) The Executive Vice President, or his designate, will be a permanent Company Panel member. In addition, the Company will choose a second member, such member will generally be a senior manager without direct knowledge of the dispute;
- b) The Insured is entitled to have 2 people of their choosing as members of the Review Panel;
- c) The Chairperson for each Panel meeting will be the Executive Director of the BC Contractors Association or their designate. They shall act as an independent, third party.
- d) New Panel members, except those designated permanent, will be appointed for each Panel hearing;
- e) If an issue before a Panel member relates to a matter which, in the case of a Insured, raises a conflict or interest or in the case of the Company relates to a decision made by the Panel member, then that Panel member will appoint a designate to hear the matter in their place.

6. Meetings

- a) The Panel shall convene with all four (4) members plus the Secretary and Chairperson in attendance;
- b) The Chairperson shall conduct and facilitate the hearings of the Panel, and in the event of a tie, the Chairperson will cast the deciding vote;
- c) At a Panel Meeting:
 - i. The Insured will present his case including any supporting evidence, documentation or witnesses. After the Insured has finished, the Company will present its case including any supporting evidence, documentation or witnesses;
 - ii. The Insured and/or the Company representative may each question the other on any matter directly related to the dispute;
 - iii. The Panel may question either the Insured or the Company Representative about any matter deemed relevant;
 - iv. The Insured will make any concluding remarks together with their proposed resolution of the dispute. After the Insured has finished, the Company Representative will make any concluding remarks together with their proposed resolution of the dispute;

- v. The Panel will discuss the dispute in the absence of the Insured and Company Representative and endeavor to render a decision on the day of the Panel hearing;
 - vi. The Panel cannot delay a decision or request additional information, unless such delay or information is related to the need for a job site visit and the panel unanimously approves such a delay, in which case a decision will be provided within the time limits established herein; and
 - vii. The Panel must reach a majority decision.
- d) Following a “Decision” of the Panel, the Chairperson will set the decision in writing and have the Secretary communicate the decision to the parties.

7. Costs

- a) The Company and Insured will pay all normal out-of-pocket costs for respective Panel members. Such expenses will include travel, meals, hotel and other reasonable costs incidental to the hearing;
- b) A per diem will be paid to the Chairperson together with the out-of-pocket expenses, and will be paid equally by the Company and the Insured;
- c) Unusual expenses such as site visits or third party costs will not be paid unless reasonably necessary and agreed by the parties prior to any costs that are incurred. Expenses for site visits shall be paid as outlined in a) and b) above and third party expenses will be shared equally by the Company and the Insured;
- d) To administer the Insured’s side of expenses, will charge travel expenses for Insured Panel members and the Chairperson to the Insureds whose disputes are heard at a given Panel meeting. Such charges will be payable pro rata by each Insured with a dispute. Third party costs and site visit expenses for a specific dispute will not be shared pro rata but will be charged to the specific Insured involved.

8. Panel Decisions

- a) The decision making powers of the Panel will be limited to the interpretation of any written or implied agreement between the parties. The Panel will not establish amendments to the Contract or related material;
- b) The Panel Chairperson will provide a written response to disputes within 14 calendar days of a dispute being heard. The Chairperson will communicate decisions by fax or by email, followed by regular mail;
- c) Within 14 days of the Panel decision, the parties will either enter into a written Agreement to be bound by the terms of the Panel’s decision or notify the other party that they don’t accept the Panel’s decision and will pursue other remedies. ;

- d) Panel members agree to keep the details of the dispute and any Panel decision confidential until the parties have agreed to accept or reject the Panel's decision;
- e) If the Panel's decision results in the need for compensation to the Insured, then such compensation will be paid in a reasonable time frame. Normally within 30 days of notification of a decision.; and
- f) By mutual agreement, time limits may be extended.