

**BBB ARBITRATION**  
**\*Binding Arbitration rules of the  
Better Business Bureau of Chicago and  
Northern Illinois, Inc. and  
For The BBB Coordinated Arbitration Forum  
Across The USA  
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Your local Better Business Bureau® (BBB) is a nonprofit organization supported by local business and individual members. It is dedicated to promoting and fostering the highest ethical relationship between businesses and the public through consumer and business education and voluntary self-regulation.

Your local BBB assists in the resolution of disputes between a business and its customers and disputes between businesses. BBBs have a national reputation for fairness because they remain neutral in a dispute. They do not take sides but work to get the problem settled as quickly as possible.

If you have a marketplace dispute, the BBB can offer you several ways to resolve it. Arbitration is one Alternative Dispute Resolution (ADR) option: The BBB provides a professionally trained arbitrator who will listen to both sides, weigh the evidence and make a decision about the dispute.

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**What is arbitration?**

Arbitration is an informal process in which two parties present their views of a dispute to a neutral third party, an arbitrator, who will decide how the dispute will be resolved.

Many businesses participating in BBB and Better Business Bureau Coordinated Arbitration Forum ADR programs have agreed to arbitrate disputes with their customers. Other businesses ask the BBB to provide arbitration on a case-by-case basis.

The issues and the types of awards that the arbitrator may consider in a case will be outlined in a document called the *Agreement to Arbitrate*. The Bureau will work with you to write the *Agreement to Arbitrate* so it is based on the facts of each case. The arbitrator will be asked to make a decision that he or she believes is fair based on the facts of your case, relevant legal principles and issues presented for resolution.

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## **Who is the arbitrator?**

BBB arbitrators are drawn from the local community and have been approved as arbitrators by the local Better Business Bureau. Arbitrators selected for binding arbitration hearings are trained, experienced attorneys.

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## **The arbitration hearing**

The BBB will consult with the parties, their lawyers and the arbitrator(s) in scheduling an arbitration hearing. Hearings are scheduled for two (2) hours. A panel of three (3) arbitrators may be selected by a special arrangement and at additional cost. Also, additional time for hearings may be scheduled by special arrangement prior to hearing and at additional cost.

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## **Costs of arbitration hearing**

Fees for arbitration services are payable to the BBB of Chicago and Northern Illinois, Inc. prior to the hearing date and must be returned with the signed Agreement to Arbitrate. Fees are based on the then current arbitration fee schedule on file at that BBB Office. No arbitration will be scheduled until fees are paid. Once arbitration is scheduled no refunds will be made.

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## **How to prepare for arbitration**

Before coming to your arbitration hearing, you should prepare an outline of your argument to help you in your presentation. You may want to use the checklist at the end of this section to assist you in your preparation.

Also before coming to the hearing, you should prepare a list of questions you want to ask the other party.

When represented by Counsel, the Attorney should do this preparatory work.

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## **What will happen at the hearing?**

You or your representative will have an opportunity to state the facts as you see them. Each party also will have the opportunity to ask questions of the other party and any witnesses. Questions are asked each side. You will also have an opportunity to present other evidence that has been exchanged between the parties prior to the

hearing. Witnesses are also allowed so long as they have been disclosed to the other party, at least 21 days prior to the hearing.

The arbitrator may also ask questions to clear up uncertain areas and to gain a fuller understanding of the dispute.

After each side has presented its case and the questioning is completed, you should be prepared to give a summary of your position. You may tell the arbitrator exactly what you think the decision should be and why.

Remember that the sole purpose of the hearing is to allow the arbitrator to gather and sort the facts in order to make a fair decision. You should be prepared to present your position to the arbitrator(s). If there are three (3) arbitrators then a majority of them will resolve the dispute unless the decision is unanimous. If there are three (3) arbitrators one will be selected by the BBB to be in charge of the hearing.

A cooperative approach works best. You are there because a disagreement exists, but keep that disagreement factual and within the bounds of normal courtesy and conventional language. Keep case presentation simple and as uncomplicated as possible.

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### **An arbitration checklist**

This checklist will help you prepare for your arbitration hearing. Use whichever items are appropriate to your case; some may not apply.

1. Organize your materials in the order you wish to present them. This will help you present your case clearly and logically.
2. Clearly state what the problem is and why you think the other party is responsible.
3. List in chronological order the actions you took to resolve the dispute, including:
  - ◆ Individuals with whom you spoke;
  - ◆ What they told you and/or what actions they took;
  - ◆ Other business/service persons involved:
    - ❖ Who were they?

- ❖ When did they get involved?
  - ❖ How did they become involved?
  - ❖ What did they tell you and/or what actions did they take? Written statements or the presence of witnesses can help substantiate the facts of your case.
4. Collect and bring to the hearing all available written information relating to your dispute. Bring original documents, if possible, and bring copies for the arbitrator and the other party. If you do not have certain documents, you may be able to get copies. **Documents that might be useful include:**
- ◆ Purchase order and finance/lease agreement.
  - ◆ Any relevant warranty.
  - ◆ Any repair, service and maintenance records and proof of payment for these services.
  - ◆ Correspondence between you and the other party.
  - ◆ Documents which may support your case, e.g., newspaper/magazine articles, photographs, court decisions and legal documents, consumer group information, brochures and technical information.
  - ◆ All discovery shall be conducted prior to the hearing by the parties with the parties cooperating in good faith. Any objection to discovery shall be ruled on by the arbitrator in charge at the hearing. Simplified discovery procedures as used in the Illinois Mandatory Arbitration Procedures Rule 90 (c) shall be used. (Reference available in Illinois Compiled Statutes Supreme Court Rules).
  - ◆ All items allowed under Rule 90 (c) of the Illinois Mandatory Arbitration Act being:
    1. bills, records and reports of hospitals, doctors, dentists, registered nurses, licensed practical nurses and physical therapists, or other health-care providers;
    2. bills for drugs, medical appliances and prostheses;

3. property repair bills or estimates, when identified and itemized billing for the charges for labor and material used or proposed for use in the repair of property;
  4. a report of the rate of earnings and time lost from work or lost compensation prepared by an employer;
  5. the written opinion of an expert, the deposition of a witness, the statement of a witness which the witness would be allowed to express if testifying in person, if the statement is made by affidavit or by certification as provided in section 1-109 of the Illinois Code of Civil Procedure or by Rules of Affidavit applicable in the state where the arbitration occurs;
  6. any other document not specifically covered by any of the foregoing provisions, and which is otherwise admissible under the rules of evidence.
5. List any witnesses who may have information about your complaint. Try to contact them and ask them to testify in person or to submit written statements. You are responsible for your witnesses' submission of information. If you want them to testify in person, keep them informed about the time and place of the hearing.

The arbitrator will accept all relevant evidence presented at the hearing. The arbitrator will decide the importance of each piece of evidence after the hearing is closed. **It is better to be over prepared than under prepared.**

Evidence will not be accepted after the hearing.

### **In summary**

- ◆ Organize your case.
- ◆ Back up your position with evidence.
- ◆ A clear, concise and well-organized presentation supported by relevant facts and good documentation will help the arbitrator fulfill his or her responsibility.
- ◆ Evidence not presented at hearing will not be considered.
- ◆ Cooperation of all parties and counsel is expected, and it is the parties obligation to prepare for the hearing.

**BETTER BUSINESS BUREAU'S  
RULES OF ARBITRATION  
[BINDING]**

**1. DEFINITIONS**

The following list defines key words as they are used in these *Rules*.

- A. **Arbitration** is a process in which two or more persons agree to let an impartial person or panel decide their dispute.
- B. **Arbitrator** refers to the individual or panel selected to conduct your arbitration and make a decision in your dispute. The BBB shall select the arbitrator(s). In the event that a panel of three (3) arbitrators hears your case, their decision shall be by majority if not unanimous.
- C. **BBB** refers to the Better Business Bureau of Chicago and Northern Illinois, Inc. and to a Consolidated Cooperation Network of Better Business Bureaus around the United States or where referred to as the BBB having jurisdiction of the arbitration.
- D. **Days** refers to calendar days.
- E. **Decision** refers to the written document signed by the arbitrator(s) and mailed to the parties or their attorneys containing the result of the arbitrator(s) deliberation of the dispute.
- F. **Parties** include business(es) and other person(s), companies or entities that have precommitted to arbitrate or have signed an *Agreement to Arbitrate* under these *Rules*. These *Rules* often refer to the individual parties in an arbitration as the “consumer” and the “company.” However the parties may each be businesses, partnerships, corporations or individuals.
- G. **Shall** is mandatory; **may** is discretionary.
- H. **You** refers to one of the parties involved in the dispute being arbitrated.

**2. SCOPE OF BBB ARBITRATION**

Companies that use BBB dispute resolution services often precommit (agree in advance) to arbitrate, within specified parameters, disputes that may arise with their customers. These precommitments specify the types of claims and remedies that may be arbitrated. Other companies may agree to arbitrate disputes on a case-by-case basis.

Disputes involving consumer products and/or services, insurance claims and other disputes may be arbitrated under these rules.

The decision as to whether your dispute (or any part of it) can be arbitrated rests solely with the BBB. (See Rule 33).

### **3. REMEDIES**

The following remedies may be awarded in an arbitration proceeding: a) full or partial refund of the cost of a product and/or service involved in the transaction, including sales tax and other direct incidental costs associated with the sale of the product or service; b) costs of completion of promised work or fulfillment of contractual obligations; c) repairs, or reimbursement for the cost of repairs, to fix a defective product; and/or, d) the amount of any actual out of pocket loss or property damage, punitive damages if applicable and attorney's fees if applicable.

Additional remedies may be awarded in an arbitration proceeding if the remedy is included in a party company's precommitment with the BBB or if it is agreed in writing by all parties that the arbitrator may award the specific remedy as indicated in the parties agreement to arbitrate.

### **4. TIME FOR FILING A CLAIM**

Claims to arbitrate must be filed within the relevant statutes of limitations.

### **5. AGREEMENT TO ARBITRATE**

The BBB having jurisdiction of the arbitration shall prepare an *Agreement to Arbitrate* that briefly describes the nature of the dispute and the decision sought as they are viewed by the parties.

The *Agreement to Arbitrate* shall include only those claims that fall within the scope of these *Rules*, unless both parties agree to arbitrate additional claims.

**The *Agreement to Arbitrate* is intended to be a general outline of the dispute, not an argument of the case.**

The BBB shall give the *Agreement to Arbitrate* to each party prior to the hearing. Each party shall sign the *Agreement to Arbitrate* and return it to the BBB within five days of receiving it. Failure to mail the signed *Agreement* within this time period may result in a delay of the resolution of the case. Payment for each party's share of the arbitration fees shall be sent prior to the arbitration being scheduled. No arbitration hearing will be scheduled until fees are paid. Once arbitration is scheduled no refunds will be made.

You should contact the BBB having jurisdiction of the arbitration at once if you disagree with the general description of your case and/or the decision you are seeking.

Parties should **not** contact the BBB if they think the description of the *other* party's case is in error; that is an issue for the arbitrator to decide.

## **6. SELECTING YOUR ARBITRATOR**

### **A. General selection procedure**

The BBB having jurisdiction of the arbitration maintains a pool of qualified, experienced arbitrators. The BBB shall select the arbitrator or arbitrators if applicable. Arbitrator(s) shall be advised of parties and attorneys and shall recuse himself or herself if there is a conflict of interest.

At the BBB's option, or when required by law or contractual obligation or by the parties agreement, a panel of three arbitrators may be selected for a case. If a panel of three (3) arbitrators is selected, the BBB shall determine which of them shall be in charge of the hearing and rule on the evidence, i.e., "chair" the panel.

## **7. COMMUNICATING WITH THE ARBITRATOR**

You or anyone representing you shall not communicate in any way with the arbitrator(s) about your dispute *except*: a) at hearing for which the other party has received notice but does not appear, or b) when all other parties are present or have given their written permission.

All other communication with the arbitrator(s) shall be through the BBB having jurisdiction of the arbitration.

Violation of this rule may result in your case being discontinued.

## **8. QUALIFYING THE ARBITRATOR**

The arbitrator(s) shall sign an oath pledging to make an impartial decision in your dispute. If the arbitrator(s) believes that he or she cannot make an impartial decision, he or she shall refuse to serve.

If a financial, competitive, professional, family or social relationship exists between the arbitrator(s) and one of the parties (even if the arbitrator(s) believes the relationship is so minor as to have no effect on the decision), it shall be revealed to all parties.

The BBB having jurisdiction of the arbitration reserves the right to reject any arbitrator for any reason that it believes will affect the program's credibility.

## **9. YOUR REPRESENTATIVE**

You may present your own case or have an attorney or other person represent you.

If your representative is a lawyer, you must give the lawyer's name and address to the BBB at least eight days before the hearing. The BBB will notify the other parties to give them an opportunity to obtain lawyers if they wish. Your failure to give the BBB advance notice of legal representation may result in a rescheduling of your hearing. (BBB refers to the Bureau having jurisdiction of the arbitration).

You are responsible for any fees charged by your representative.

## **10. INSPECTION BY THE ARBITRATOR**

You or the arbitrator(s) may request an inspection of the product or service involved in your dispute, if applicable.

If possible, the inspection will be performed as part of the hearing; otherwise, the inspection will be scheduled for a later date and all parties will receive at least eight days notice unless such notice is waived by all parties. The arbitrator(s) shall decide whether any inspection is required. Inspection may result in additional cost to the parties. If such costs are applicable they must be paid prior to inspection. Costs will be determined by the BBB and the arbitrator(s).

## **11. TECHNICAL EXPERTS**

At the request of the arbitrator(s), the BBB will make every effort to obtain an impartial technical expert to inspect the product involved or the service performed. Technical expert costs shall be borne by the party requesting the opinion, except if the arbitrator(s) requires it, it shall be shared by the parties 50/50.

The expert's findings will be presented in writing or in person, at the BBB's option, either before, during or after the hearing. In any case, you will have an opportunity to evaluate and comment on the qualifications and findings of the expert. Whether technical expert(s) is required is always at the discretion of the arbitrator(s).

Each party also has the right to have their own technical expert serve as a witness at their own expense, so long as any technical expert(s) is disclosed to all parties in a reasonable time prior to the hearing.

## **12. HEARING NOTICE**

The BBB will set a date, time (during normal business hours) and place for the arbitration hearing. The hearing will be set with due regard for the schedule of the parties and the arbitrator(s). Notice of the date, time and place of the hearing will be sent to each party or to their attorney if represented at least 10 days in advance of the hearing.

If you object to the date, time or place stated in your notice, contact the BBB immediately. However, the BBB reserves the right to make the final decision as to the date, time and place for the arbitration hearing.

## **13. MANNER IN WHICH HEARING IS CONDUCTED**

Although most arbitrations involve in-person hearings, the BBB, at your request or at its option, may arrange to have your statement and evidence presented by telephone or in writing.

To the extent practical, the BBB will arrange for the hearing to be held at a location convenient to the parties.

## **14. ATTENDANCE AT HEARINGS**

The BBB has the option to arrange for its staff or government representatives to observe arbitration hearings.

For any other observer to attend a hearing, the BBB will first determine that reasonable accommodations exist and then make sure that the parties and the arbitrator(s) have no objection to the presence of an observer. If there is room and no objection, the observer shall be subject to the BBB's directions regarding proper conduct. No observer access shall be allowed if the parties have previously agreed to PRIVACY and CONFIDENTIALITY of hearing.

## **15. MEDIA PRESENCE AT THE HEARING**

Media shall be permitted access to arbitration hearings on the same basis as other observers. No access shall be allowed if the parties have previously agreed to PRIVACY and CONFIDENTIALITY of hearing.

Unless there is approval of all parties and the arbitrator, neither media representatives nor any other observer may be permitted to bring cameras, lights, recording devices or any other equipment into the hearing.

Without such approval, all observers (including media representatives) shall be limited to note taking and shall be subject to the BBB's direction regarding observers' proper conduct.

## **16. YOUR ABSENCE FROM THE HEARING**

If you do not attend a hearing after receiving proper notice from the BBB, the arbitrator may decide to go ahead with the hearing without you.

In deciding whether or not to go ahead with the hearing, the arbitrator will take into account, along with other relevant considerations, any unforeseen circumstances or emergencies that prevented you from attending the hearing as scheduled and from giving the BBB advance notice that you will not attend. Your failure to attend a scheduled hearing may result in a decision against you.

## **17. RECORD OF HEARING**

The BBB will maintain basic file information on your arbitration hearing for one year, or longer if required by law. This information will include the witnesses' names and documents presented as evidence at the hearing. Copies of these materials and official arbitration forms relating to your case will be given to you on request. A reasonable fee may be charged.

## **18. INTERPRETERS AND COURT REPORTERS**

If you need an interpreter for your arbitration and cannot provide your own, contact the BBB and it will make every effort to find a an interpreter. If a charge is made by the interpreter it must be paid by the party requesting it. The BBB is, however, not responsible for providing interpreters. Parties may have court reporters at their own expense.

## **19. OATH OF PARTICIPANTS**

All parties and witnesses shall be placed under oath at the hearing by the arbitrator in charge of the hearing.

## **20. HEARING PROCEDURES**

The arbitrator in charge will decide on the order and the procedures to follow for you to present your side of the dispute. The arbitrator in charge shall also decide the admission of evidence and any objections to it.

You or your representative will be given the opportunity to make a brief opening statement describing the nature of the issues.

You or your representative will be given an opportunity to make a personal presentation of your case and you may present witnesses and evidence in support of your case. You or your representative may also question the other parties, their witnesses and their evidence. After everyone has presented his or her case, each party will be given the opportunity to make a closing statement. All information and evidence must be submitted at the hearing. Remember, hearings are scheduled for two hours unless other arrangements are made with the BBB for additional cost.

When the arbitrator is satisfied that all testimony and evidence have been presented, your hearing will be closed. The arbitrator(s) will then submit a decision called an award.

## **21. ADMISSION OF EVIDENCE AT THE HEARING**

You or your attorney may present your case. Relaxed rules of evidence may be applied at the discretion of the arbitrator.

**You should be sure your evidence is relevant to your case.**

The arbitrator may use rules of evidence to make his/her determination and rule on the evidence.

The arbitrator can limit your presentation if it is repetitious or irrelevant.

## **22. ABSENTEE STATEMENTS**

If you have a witness who cannot attend the hearing, you may present that person's written statement to the arbitrator. You must make a copy for the other party to read and use for response. It must be a sworn statement and provided to the other party(s) with other discovery prior to the hearing.

If you present your case by telephone, you should submit to the BBB at least seven days before your hearing any written documents on which you will rely. No documents that have not been provided to the other party(s) prior to the hearing shall be admitted as evidence.

## **23. SUBPOENAS AND DISCOVERY**

You may send the BBB a request that the arbitrator subpoena witnesses or evidence that are relevant to your case. Any request should include a statement as to why the witnesses or evidence are relevant and why you believe a subpoena is necessary. If the arbitrator agrees with your request, you will be responsible for delivering the subpoena in the manner required by court procedural rules in the applicable jurisdiction.

The party requesting a subpoena shall be responsible for any expenses involved in the issuance of the subpoena and shall be responsible for enforcement of the subpoena if necessary.

In the event there is disagreement on discovery the parties may schedule a pre-hearing with the arbitrator(s) for the arbitrator(s) to decide on discovery. The arbitrator cannot enforce discovery but may consider failure to produce discovery in their award. Any decisions on discovery shall be enforceable by court of competent jurisdiction and at the parties expense. Discovery hearing shall be charged at same fee as a two (2) hour hearing and must be pre-paid.

## **24. ADMISSION OF EVIDENCE AFTER HEARING**

The arbitrator's decision after hearing is final and can only be changed to correct a mathematical error or a misstated fact. All evidence must be presented at the hearing!!

## **25. CLOSING THE HEARING**

The arbitrator will close the hearing when he or she determines that the parties have had sufficient opportunity to present all relevant evidence. The arbitrator will render a decision within five days after the hearing is closed. The hearing itself shall last no more than two hours unless other arrangements are made and time allocation for parties' presentation shall be within the discretion of the arbitrator in charge.

## **26. SETTLEMENT**

If all parties voluntarily decide to settle the dispute before the hearing, the settlement will end the dispute and no hearing will be held.

If a voluntary settlement is reached during the hearing, the arbitrator shall include the settlement in a final or interim consent decision. If a settlement is reached after the hearing but before the arbitrator's final decision, be sure to notify the BBB at once.

## **27. TIME LIMITS**

The BBB shall make every effort to obtain a final resolution of your complaint within 60 days, unless state or federal law provides otherwise. This time period may be extended at the request of the parties.

## **28. THE DECISION**

When the arbitrator(s) has reached a decision, all parties will be mailed a written decision. The BBB will not read a decision to you over the phone.

### **A. Scope of decision**

A decision shall be one that:

- ◆ The arbitrator considers fair; and
- ◆ Falls within the scope of these *Rules* and your *Agreement to Arbitrate*.

The decision may award money to be paid. The arbitrator may award all or part of what you seek or may decide to award no payment at all.

## **B. Clarifying the decision**

You may request that the arbitrator clarify a decision if you do not understand the decision, or if you and the other parties disagree about the specific action required by the decision. Requests for clarification must be sent in writing to the BBB within 10 days of your receipt of the decision.

The BBB will not accept a clarification request that attempts only to reargue your case or that is based solely upon your disagreement or disappointment with the decision.

If your written statement to the BBB is an appropriate request for clarification of the decision, the BBB will send the request to the other parties, solicit their views, and send the request and any response to the arbitrator. The arbitrator may either clarify the decision or reject the request for clarification and let the decision stand as written.

You may not ask the arbitrator to clarify the reasons for decision if any.

The BBB may charge an additional fee for the clarification process. Such fees must be pre-paid prior to the arbitrator(s) involvement.

## **C. Correcting the decision or reasons for decision**

You may request correction of the decision or the reasons for decision if you believe the decision or reasons contain a mistake of fact, a miscalculation of figures or exceed the arbitrator's authority. Requests for correction of a decision or reasons must be sent in writing to the BBB within 10 days of your receipt of the decision.

A *mistake of fact* is not a conclusion of the arbitrator with which you disagree; it is a true error in such things as a date, time, place or name, and may justify a correction only if it concerns the essence of the decision,

A *miscalculation of figures* is not a dollar figure you consider to be unfair; it is a mathematical error.

The arbitrator's authority is limited to the scope of the *Agreement to Arbitrate*.

#### **D. After decision is issued**

Once a decision in your case has been issued:

- ◆ The parties will be legally bound to abide by the decision and must comply with the decision's terms (subject to modification/correction under these *Rules* or to any limited right of review that may be provided by state or federal law).
- ◆ Each party gives up any right to sue the other party in court on any claim that has been resolved at the arbitration hearing unless the party directed to perform according to the arbitrator(s) decision fails to do so. Either party may apply to a court of competent jurisdiction for confirmation and enforcement of the arbitrator's award.

#### **E. Verification of performance**

All parties must do what the decision requires within the time limits set by the arbitrator.

Unless otherwise stated in the decision, the time for performance shall begin when you receive the decision. Approximately two weeks after the performance date, the BBB shall contact the parties to see if the decision has been performed.

### **29. TIMELY OBJECTIONS**

Any failure to follow these *Rules* that may significantly affect the independence, impartiality or fairness of the arbitration process should be raised with the BBB at the earliest opportunity. The BBB will make a final decision on the appropriate action to be taken if the BBB determines that a failure to follow these *Rules* has significantly affected the independence, impartiality or fairness of the arbitration process.

### **30. CHANGE OF TIME**

The parties to the arbitration may jointly agree--in writing--to change any period of time stated in these *Rules*.

### **31. CONFIDENTIALITY OF RECORDS**

It is BBB policy that records of the dispute resolution process are Private and Confidential.

The BBB will not release the results of your individual case to any person or group that is not a party to the arbitration unless all parties agree or unless such release is required by law or pertinent to judicial or governmental administrative proceedings.

### **32. JUDICIAL PROCEEDINGS/EXCLUSION OF LIABILITY**

In submitting to arbitration under these *Rules*, you agree that the arbitrator(s) shall not be subpoenaed by either party in any subsequent legal proceeding. You further agree that the BBB, Council of Better Business Bureaus and the arbitrator(s) shall not be liable for any act or omission in connection with your arbitration.

### **33. INTERPRETATION OF RULES/RIGHT TO DISCONTINUE ARBITRATION**

The BBB reserves the right to make the final decision on procedural questions on the scope of the agreements, on the dispute's eligibility for arbitration and on any other question concerning the application and interpretation of these *Rules* and on all matters of evidence. The ruling of the arbitrator in charge of the hearing shall be controlling.

The BBB at all times reserves the right to discontinue administration of arbitration for any case(s) due to a conflict with any state/federal law or regulation, or due to the conduct of a party.

### **34. JURISDICTION**

Arbitration shall take place in the jurisdiction of the participating Better Business Bureaus service area closest to where the transaction or issue(s) arbitrated took place. This jurisdictional area shall be solely determined by and solely assigned by the Better Business Bureau of Chicago and Northern Illinois, Inc. Each of the participating Better Business Bureaus is responsible for applying the State and Local laws regarding arbitration and the issues in the situs of their immediate service area.

### **35. NON-CONFUSION OF RULES**

The Council of Better Business Bureaus, Arlington, Virginia publishes certain rules they suggest for their Auto-Line Program and other rules they suggest for binding arbitration. The rules herein shall not be confused with or supplant the rules published by the Council of Better Business Bureaus. All Better Business Bureaus participating in the national arbitration program as created by the Better Business Bureau of Chicago and Northern Illinois, Inc. shall use these rules as published herein and as amended from time to time.

- \* Local BBB rules may vary from national rules as published by the Council of Better Business Bureaus, Arlington, Virginia. The Binding Arbitration Rules of the Council of Better Business Bureaus, Arlington, Virginia do not apply to the arbitrations handled by the Better Business Bureau of Chicago and Northern Illinois or Better Business Bureaus Coordinated Arbitration Forum across the USA and administered by the Better Business Bureau of Chicago and Northern Illinois, Inc.

07/09/04