



ARBITRATION FORUMS, INC.
Membership driven. Innovation focused.

Total Recovery Solution® (TRS®) Navigation Guide for Arbitrators

January 2024

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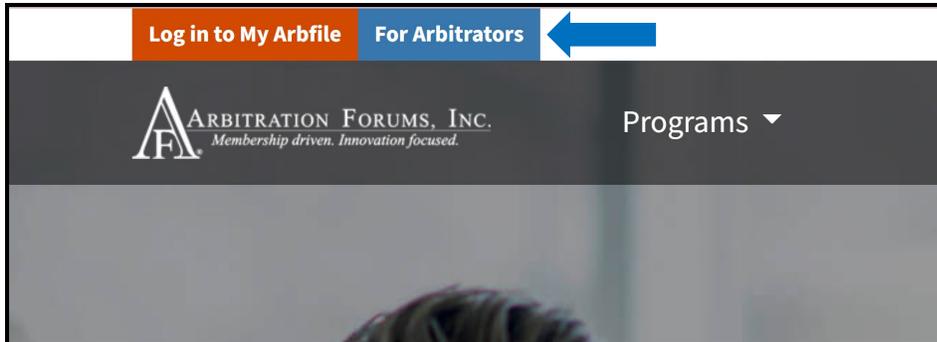
TRS Glossary of Terms

Term	Description
Adverse Party	The party from whom you are seeking to recover damages.
Attached Evidence	The collection of all the evidence items attached to a section of the case (<i>Liability Arguments, Damages, Jurisdictional Exclusions, etc.</i>).
Case	A collection of liability arguments and damages for a set of parties involved in the occurrence.
Case ID	The numeric identifier for a collection of recovery and response submissions that belong together (i.e., under the same liability decision).
Coverage	The scope of protection provided under an insurance policy under which a company has paid a claim.
Discontinued	Status of an occurrence when no further activity is allowed but the occurrence information is still searchable and viewable to the parties.
Evidence Attachment	An evidence item that the party has inserted into the damages or liability section to support specific arguments. Arbitrators are required to comment on any evidence linked in the <i>Liability Arguments</i> section.
Extension	A postponement of the response due date by a Responding party to prepare and submit its response. A Responding party may request only one extension; a fee is incurred.
Feature	A set of damages for a claim. For Automobile Collision and Comprehensive/OTC damages, a feature is identified by the vehicle year, make, and model.

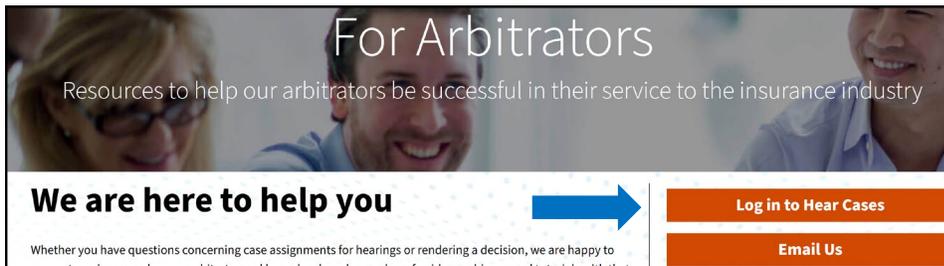
Filing ID	The numeric identifier for a decision on a case.
Insert Evidence Attachment	An option to link evidence within your liability argument. Arbitrators must comment on all inserted evidence.
Jurisdictional Exclusion	Argument that does not address dispute itself, but rather raises an objection to compulsory arbitration's jurisdiction.
Occurrence	An event that results in an insured loss.
Placeholder	An indicator for known evidence that is not available during the initial entry and is identified in the case. The evidence must be uploaded to the placeholder prior to submission.
Revisit/Rebut	Allows a party to address issues raised by the Adverse party regarding damages, jurisdictional exclusions, newly impleaded parties, and policy limits.
Void Decision	Removes a decision from a case. Voiding a liability decision will discontinue the occurrence.
Withdraw	To remove a feature from arbitration prior to hearing. This may be done because the damages have been settled, the wrong company was named, the responding company denied coverage, or the policy has a liability deductible or a self-insured retention; or it is discovered that the case does not qualify for TRS.

Accessing TRS

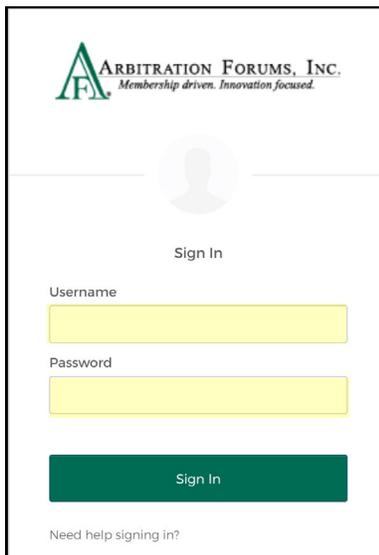
To login as arbitrator, select the tab labeled **For Arbitrators**.



Next, select the **Login to Hear Cases** (orange tab).



Enter your arbitrator Username and Password.



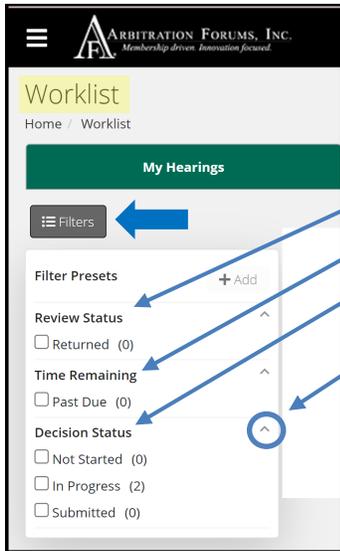
After logging in, select **TRS Arbitration**.



Once in TRS, go to the **My Hearings** tab.



From the arbitrator **Worklist**, a **Filters** tab is visible. This tab offers an easy way to filter down your search using the most important properties available. Arbitrators can close the **Filters** tab by clicking it once. Clicking it a second time will open it again.

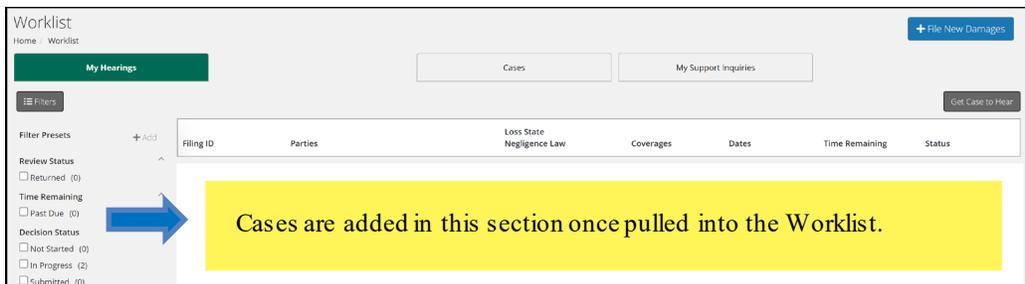


Filters include:

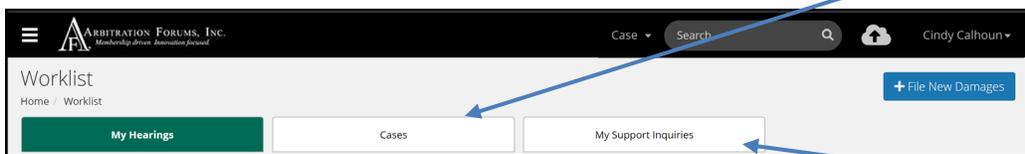
- Review Status
- Time Remaining
- Decision Status

Filter options can be expanded or collapsed using the arrows found to the right of each section.

The arbitrator's **Worklist** is blank upon logging in (first time users). Once a case is pulled from the queue, it will be visible in the section highlighted below.



Additional Worklist tabs include **Cases** and **My Support Inquires**.



The **Cases** tab is to reference cases filed and/or responded to in TRS by your company.

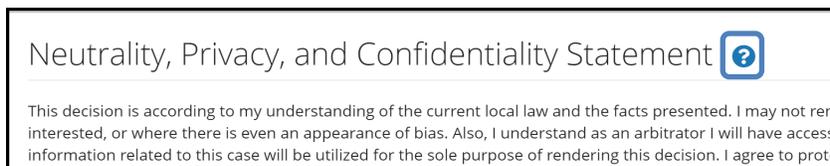
My Support Inquires tab shows cases with pending questions.

Identifying Characters of a TRS Case ID Number

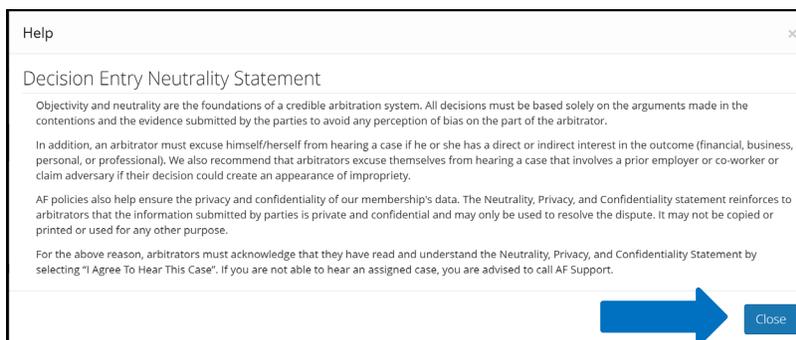
AF Case ID	AF Filing ID	AF Feature ID
<p>19002G73BA-C1</p> <p>Year Occurrence was created. (2019)</p> <p>Case created under the occurrence. (The first Case)</p>	<p>19002G73BA-C1-D1</p> <p>Damages filed in the first case.</p>	<p>19002G73BA-C1-P1-F1</p> <p>P1 is Party 1, the initial recovering party. F1 indicates there is one feature (a set of damages from a claim).</p>
<p>19002G73BA-C2</p> <p>C2 indicates a subsequent filing such as a separate case for Collision, Comprehensive/OTC.</p>		<p>19002G73BA-C1-P1-F2</p> <p>The addition of F2 means the Filer has added another feature.</p>
		<p>1900G73BA-C1-P2-F1</p> <p>P2 means Party 2, the first responding party, has a counterclaim.</p>

Help Text

Help Text provides additional assistance in completing each workflow step. To access Help Text, select the blue question mark and a pop-up text will appear.



Select the **Close** tab to close the text window.



Get Cases to Hear

To retrieve a case to hear, select **Get Case to Hear**.

Filing ID	Parties	Loss State Negligence Law	Coverages	Dates	Time Remaining	Status
18000007DB-C1-LD1	04513 - ALPHA INSURANCE OF FLORIDA 04514 - BETA INSURANCE OF COLORADO	Arizona Pure Comparative	Collision	6/19/2020 Assigned Date	4D 2H 59M	Assigned

If this tab is not visible, contact arbitrator@arbfile.org. Your arbitrator profile form requires activation in the system pending arbitrator onboarding and testing results.

Cases are assigned based on the criteria identified from the arbitrator's profile form.

To manage your caseload, hear one case at a time. This will ensure cases are heard by the due date and reduce cycle time.

Cases will display various badges based on dispute type. Hovering over the badge reveals the type of dispute.

S24001DF9D-C1-D1	04513 - ALPHA INSURANCE OF FLORIDA 04514 - BETA INSURANCE OF COLORADO	Arizona Pure Comparative	Bodily Injury Personal Liability Property Damage	1/18/2024 Assigned Date	32D 22H 54M	Assigned
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Worklist

Home / Worklist

+ File New Damages

My Hearings | Ready to Hear | Cases | My Support Inquiries | Decision Quality Reviews

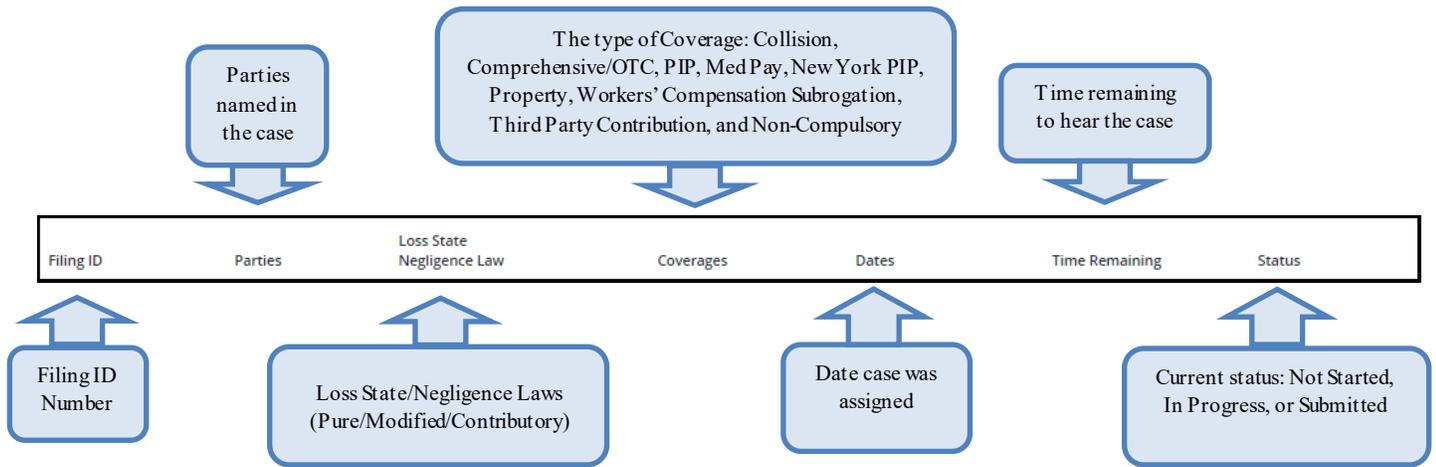
Filters

Get Case to Hear

Filing ID	Parties	Loss State Negligence Law	Coverages	Dates	Time Remaining	Status
S24001DF9D-C1-D1	04513 - ALPHA INSURANCE OF FLORIDA 04514 - BETA INSURANCE OF COLORADO	Arizona Pure Comparative	Bodily Injury Personal Liability Property Damage	1/18/2024 Assigned Date	32D 23H 24M	Assigned
S24001DF93-C1-D1	04513 - ALPHA INSURANCE OF FLORIDA 04514 - BETA INSURANCE OF COLORADO	Arizona Pure Comparative	Bodily Injury Property Damage	1/18/2024 Assigned Date	32D 23H 24M	Assigned
A2300009793-C1-D1	04513 - ALPHA INSURANCE OF FLORIDA 04514 - BETA INSURANCE OF COLORADO	Georgia 49% Comparative	Collision	11/10/2022 Assigned Date 11/10/2022 4:00 PM ET Hearing Date		Hearing Pending
I2300019035-C1-D1	04514 - BETA INSURANCE OF COLORADO 00226 - GEICO CASUALTY	New York Pure Comparative	NYPIP	1/12/2023 Assigned Date 1/17/2023 9:00 AM ET		Hearing Pending
P2300018808-C1-D1	00226 - GEICO - GOVERNMENT EMPLOYEES INSURANCE C 04514 - BETA INSURANCE OF COLORADO	Florida 50% Comparative	Property	7/20/2023 Assigned Date		Assigned
S24001DECI-C1-D1	04513 - ALPHA INSURANCE OF FLORIDA 04514 - BETA INSURANCE OF COLORADO	Kentucky Pure Comparative	Non-Compulsory	1/9/2024 Assigned Date	20D 19H 0M	Assigned

For **Damage Dispute** arbitrators, "L" will appear when liability is disputed or when liability is not disputed, but the responder has not specifically entered 100 percent in the **Admitted Liability** field.

Case identifiers include:



Select the blue ellipsis and **Hear this Case** from the following drop-down menu.



After selecting **Hear this Case**, arbitrators are taken to the case **Workflow Steps**.

Workflow Steps

Workflow Steps (found on the left side of the page) are visible once the case is accessed. These steps help arbitrators navigate the online decision platform to successfully submit decisions.

As the steps are completed, the boxes are automatically checked as complete. If a box remains unchecked, this is an indication that a field within a step is not complete, and the decision cannot be submitted. Go back to the step and complete the field.

Neutrality, Privacy, and Confidentiality Statement

WORKFLOW STEPS

Neutrality Statement

The first **Workflow Step** is the **Neutrality Statement**. Read and affirm your understanding of the statement. Then, check the box to agree.

The blue question mark denotes **Help Text**.

Neutrality, Privacy, and Confidentiality Statement ?

This decision is according to my understanding of the current local law and the facts presented. I may not render a decision on a case where I or my company is directly or indirectly interested, or where there is even an appearance of bias. Also, I understand as an arbitrator I will have access to confidential material involving company and/or insured information. All information related to this case will be utilized for the sole purpose of rendering this decision. I agree to protect the privacy, security, and confidentiality of all information related to this case.

As a security precaution, please be advised that external URLs are not allowed in arbitration cases and are not to be opened/viewed when hearing a case.

Parties Involved

- 04513 - ALPHA INSURANCE OF FLORIDA
- 04514 - BETA INSURANCE OF COLORADO

I affirm that I have read and understand the above.

CINDY CALHOUN 05472 - GAMMA INSURANCE COMPANY

I Agree To Hear This Filing. ←

Select the arrows at the bottom of each page to navigate through each **Workflow Step**.

←

↪

→

↩

Previous

Next

How to Review Evidence

Parties in arbitration should attach evidence to support their arguments/assertions.

Evidence is typically attached to the relevant section within a Workflow Step (Liability/Damages) for arbitrator review and consideration.

For new Auto filings, attached evidence supporting feature damages sought will be viewable to the Responding parties (Rule 2-1).

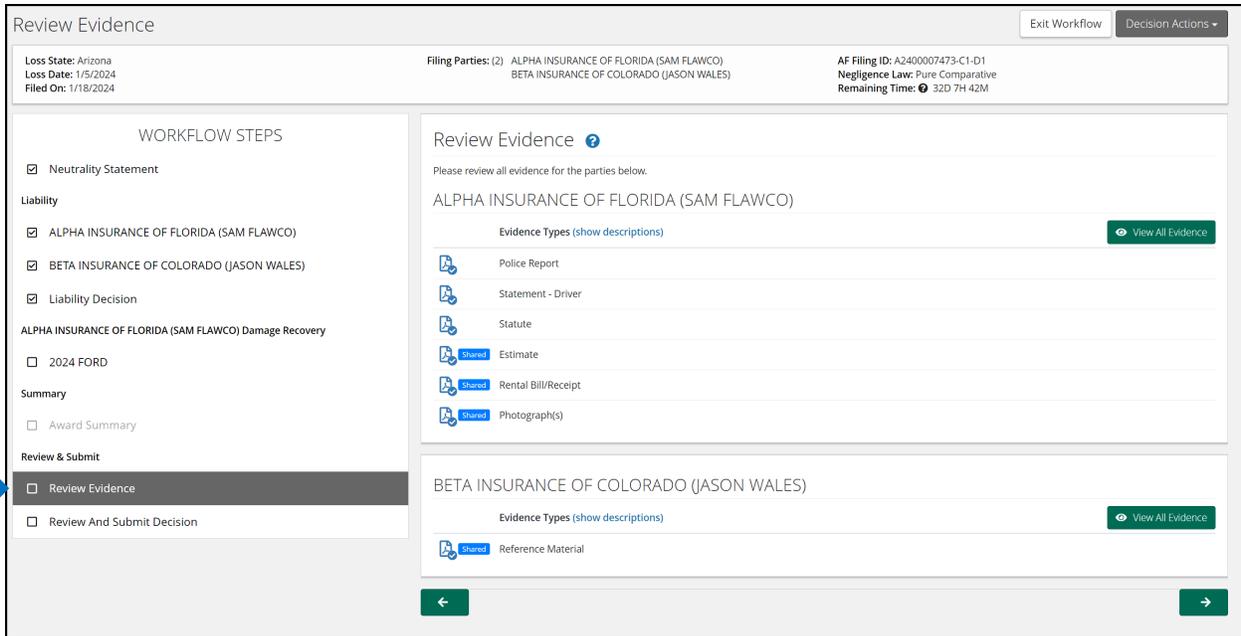
For new Auto filings, attached evidence supporting disputed damages will be viewable to the Recovering party and other Responding parties, if applicable (Rule 2-5).

A shared badge (see below) indicates that evidence supporting Feature Damages has been attached to the appropriate section per Rule 2-1, 2-5, and 5-3. Viewable evidence applies only to Collision, Comprehensive/OTC filings.

Arbitrators can also view evidence in one location by selecting **Decision Actions** and **View Evidence** from the drop-down.

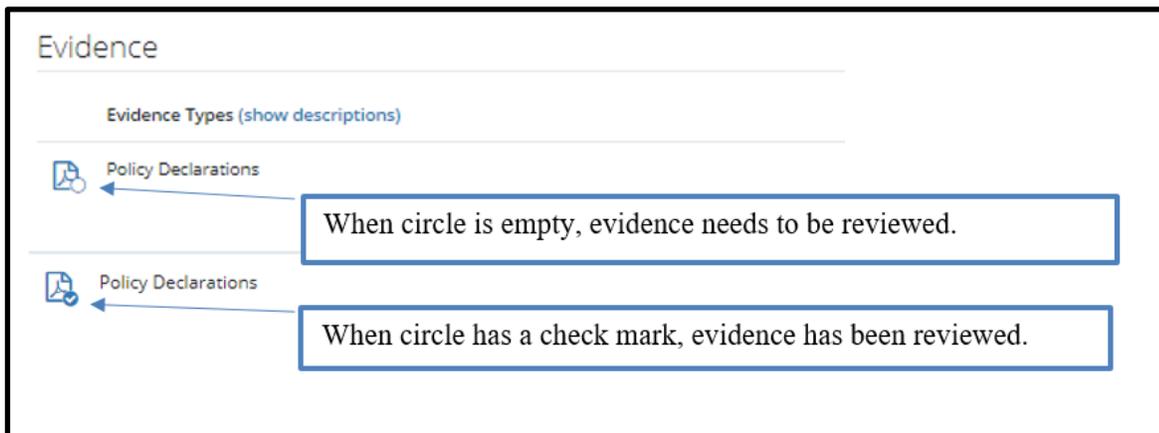


It can also be accessed by going to the **Review Evidence** section found in the **Workflow Steps**.



As arbitrator, you must review all evidence attached to the case.

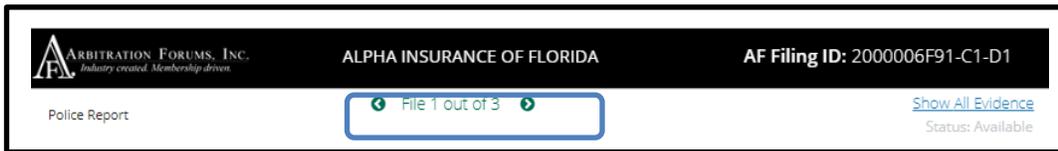
This is achieved by selecting the **PDF icon** adjacent to the **Evidence Type**.



Selecting **View All Evidence** opens all evidence in that section at once.



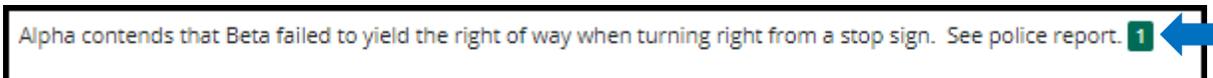
When selecting **View All Evidence**, click the left or right arrow to scroll through each evidence item attached to the case.



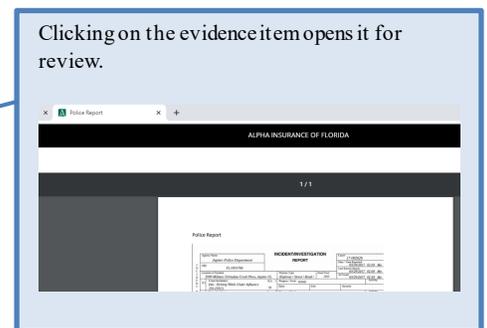
Hovering over the PDF icon reveals **View Document** or **Viewed** as the current status of the evidence item. Evidence must be in “Viewed” status before a decision can be submitted.



Evidence denoted with a green box can be viewed as shown above or by selecting the green box directly.



After selecting the green box, the following message will appear.



Clicking on the evidence item opens it for review.

Note: Evidence Sharing for Collision and Comprehensive/OTC Cases Only

For New Auto Filings

Attached evidence supporting feature damages sought are viewable to Responding parties (Rule 2-1).

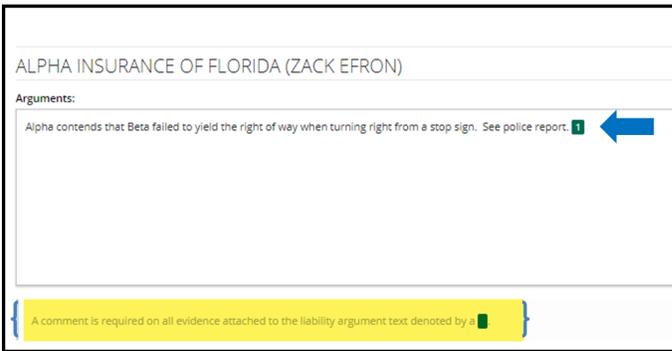
Attached evidence supporting disputed damages will be viewable to the Recovering party and other Responding parties (Rule 2-5).

Evidence submitted by the parties to support or dispute supplemental damages will be viewable by the parties.

When raising a damage dispute, failure by the parties to attach supporting evidence to the feature damages sought or disputed damage sections may cause the arbitrator to not consider it.

Enter Comments

Evidence denoted with a green box **requires** a comment. If evidence is inserted into the liability/recovery arguments section, a green box will appear (see below). Select the green box that appears in this section.



The following pop-up will appear. Select the evidence to view it.



To learn how to view evidence, go to **How to Review Evidence** in this guide.

Once the evidence is viewed, enter comments in the field provided and select **Save**.

After saving the comment, a comment bubble appears.

Comments can also be entered when evidence is attached to the **Evidence** section. To enter a comment, select the **+ icon**.

Comments should include “How and Why” the evidence proved or failed to prove the arguments raised.

Enter comments and select **Save**.

Once comments are entered, they can be **edited or deleted**.

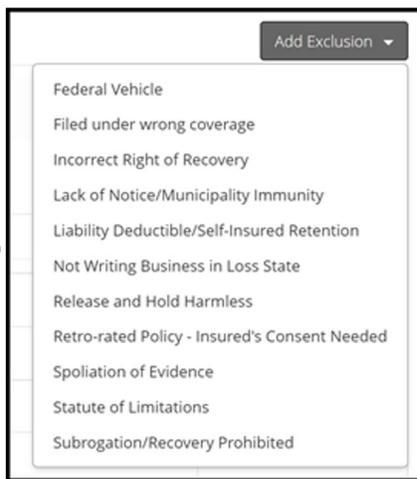
Findings/Jurisdictional Exclusions (JE)

Jurisdictional Exclusions (JE) are arguments that do not address the dispute itself, but rather raise an objection to compulsory arbitration’s jurisdiction. This step allows the arbitrator to enter decisions on jurisdictional exclusions raised by Adverse parties.

A case “in jurisdiction” means it **does meet** AF’s compulsory agreements, and the arbitrator will hear the case and render an award.

A case “out of jurisdiction” means it does **not meet** AF’s compulsory agreements, and the party raising the Jurisdictional Exclusion (JE) cannot have a decision rendered against them.

Jurisdictional Exclusions (JE) may vary depending on the coverage selected.



When hearing a case, Jurisdictional Exclusions will appear in the **Hearing Workflow Steps** as **Findings**.



If policy limits are an issue, arbitrators will determine if they are proven, not proven, or need to be adjusted based on the evidence submitted.

This ensures awards do not exceed the stated policy limits **(does not apply to New York PIP)**.

WORKFLOW STEPS
 Findings
 Policy Limits

Policy Limits - Collision ?

BETA INSURANCE OF COLORADO (LARRY BROWN)

Liability Policy Limit Amount: \$5,000.00

Evidence

Evidence Types (show descriptions) View All Evidence

Policy Declarations ←

Comment No Comment Added. +

Policy Limits Amount Proven

Confirm Policy Limit Amount of \$5,000.00

Did Not Prove

Adjust Policy Limit Amount

Justification

Review the **Policy Limit Amount** raised by the Adverse Party.

Review the attached **evidence** to confirm the amount asserted.

Enter the **Policy Limits Amount Proven**.

- Confirm the amount
- Did not Prove
- Adjust Policy Limits Amount

Enter a **Justification**. This is required when **Did Not Prove** or **Adjust Policy Limit Amount** is selected.

If other jurisdictional exclusions are raised, arbitrators will determine if the case is **in or out of jurisdiction** based on the evidence submitted. A justification is required.

WORKFLOW STEPS
 Findings
 Statute of Limitations

Statute of Limitations Finding - 2022 FORD (Loss Date: 09/01/2022) ?

Please evaluate BETA INSURANCE OF COLORADO (KATHY HOGAN)'s Statute of Limitations jurisdictional exclusion to determine if it is within AF's jurisdiction.

BETA INSURANCE OF COLORADO (KATHY HOGAN)

Justification: The Statute of Limitations has expired for this loss. The Filing Company cannot recover damages.

Evidence

Evidence Types (show descriptions) View All Evidence

Statute ←

Comment No Comment Added. +

No rebuttal submitted.

What is your finding?

Based on the evidence provided, please indicate whether BETA INSURANCE OF COLORADO (KATHY HOGAN) is in jurisdiction In Jurisdiction Out of Jurisdiction

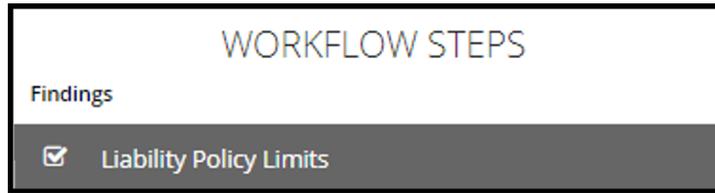
✓ Justification The Statute, submitted into evidence, confirms the Property Damage statute is 1 year. After confirming the Date of Loss, this filing is "In Jurisdiction".

Review the Adverse Party's **Jurisdictional Exclusion (JE)**.

Review attached **evidence** in support of the JE asserted.

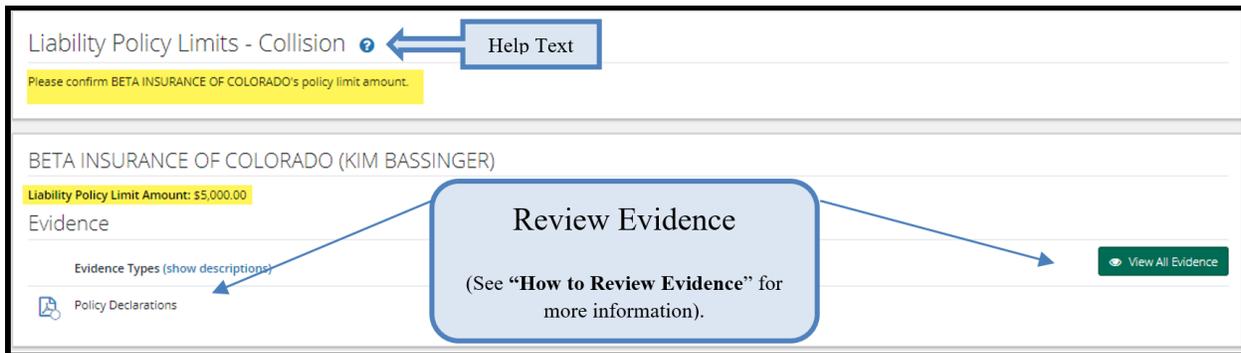
Based on evidence, enter your finding. Is the case **In Jurisdiction** or **Out of Jurisdiction** and provide a **justification**.

Policy Limits (Does Not Apply to New York PIP)



When asserting policy limits or jurisdictional exclusions (JE), a new step titled “**Findings**” is viewable in the **Workflow Steps**. See **Jurisdictional Exclusions** for more information on this topic.

When reviewing a policy limits assertion, confirm the Adverse party’s policy limits amount by reviewing attached evidence.



After reviewing the evidence, confirm the **amount proven** for policy limits. There are three (3) options.

- Confirm Policy Limits Amount
- Did Not Prove
- Adjust Policy Limit Amount

When selecting **Confirm Policy Limits Amount**, select the radio button. No justification is needed.



PIP/Med Pay and Third Party Contribution Examples (Not including New York PIP)

PIP, Med Pay, or Third-Party Contribution cases have fields for the **Per-Person/Per-Incident** or **Combined Policy Limits** amounts to be entered.

Per-Person/Per-Incident Policy Limits	Combined Single Policy Limits
<p>BETA INSURANCE OF COLORADO</p> <p>Per-Person Policy Limit Amount: \$500.00 Per-Incident Policy Limit Amount: \$1,000.00</p> <p>Evidence</p> <p>Evidence Types (show descriptions)</p> <p>Policy Declarations</p> <p>Comment No Comment Added.</p> <hr/> <p>Amount Proven</p> <p><input checked="" type="radio"/> Confirm Per-Person/Per-Incident Amounts of \$500.00 / \$1,000.00 <input type="radio"/> Did Not Prove <input type="radio"/> Adjust Policy Limit Type / Amount</p> <p>Justification</p>	<p>BETA INSURANCE OF COLORADO</p> <p>Combined Single Limit Amount: \$50,000.00</p> <p>Evidence</p> <p>Policy Declarations</p> <p>Comment No Comment Added.</p> <hr/> <p>Policy Limits Amount Proven</p> <p><input checked="" type="radio"/> Confirm Combined Single Limit Amount of \$50,000.00 <input type="radio"/> Did Not Prove <input type="radio"/> Adjust Policy Limit Type / Amount</p> <p>Justification</p>

When selecting **Did Not Prove** or **Adjust Policy Limit Amount**, a justification is required. This is denoted by an asterisk. Enter the justification in the field provided.

Policy Limits Example

<p>Amount Proven</p> <p><input checked="" type="radio"/> Did Not Prove</p> <p>* Justification</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> The Declaration Page was not attached to confirm policy limits amount. </div>	<p>Did Not Prove</p> <ul style="list-style-type: none"> • Enter Justification. *****
<p>Amount Proven</p> <p><input checked="" type="radio"/> Adjust Policy Limit Amount</p> <p>* Adjusted Policy Limit Amount: <input style="width: 100px;" type="text" value="\$10,000"/></p> <p>* Justification</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> The Declarations Page shows a policy limit of \$10,000 not \$5,000 as shown above. Adjusted the amount accordingly. </div>	<p>Adjust Policy Limits Amount</p> <ul style="list-style-type: none"> • Enter the Adjusted Policy Limit amount in the field provided. • Enter justification for the adjusted amount.

Exposure Ruling Card (Does Not Apply to New York PIP)

When additional exposures are added, the **Exposure Ruling** section will appear. Arbitrators will select the **Review** tab and review the amounts and descriptions of each exposure before a ruling is made.

Based on your ruling, TRS will automatically deduct **proven valid** exposures from the proven policy limits to ensure awards do not exceed limits. See Policy Limit Worksheet for more information on how exposure rulings appear on the policy limits worksheet.

Exposure Rulings ?		Proven Valid	Proven Paid Amount	Proven Unpaid Amount	Proven Undetermined
* Amount: \$3,500.00	Paid tree and fence damage.	—	—	—	—
Total:	\$3,500.00	Total Proven:	\$0.00	\$0.00	

Buttons: Show Details, Review

There are three types of exposures: Paid, Unpaid, or Undetermined.

Paid Exposures – Proven paid exposures directly impact the policy limits available for the case. These exposures are automatically deducted from the proven policy limits available on the case and can cause a party to be marked as out of jurisdiction (OOJ) by the system. This occurs when the proven paid exposures exceed the policy limits available for the incident or the feature.

Unpaid Exposures – Unpaid exposures are exposures that have not been paid. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these unpaid exposures put a party or feature OOJ.

Undetermined Exposures – Undetermined exposures are exposures that have not been quantified. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these undetermined exposures put a party or feature OOJ.

WORKFLOW STEPS
 Findings
 Policy Limits

Exposure Ruling

Exposure Information - BETA INSURANCE OF COLORADO (KNOWNEXPOSURE RESPONDER)
 Amount: \$3,500.00
 Payment Status: Paid
 Description: tree and fence damage.

Exposure Ruling ⓘ
 * Is this a valid exposure? Yes No
A valid exposure is for payments to parties outside of arbitration and is not for damages being recovered in this decision or prior payments made to recovering parties in this decision.

* Justification

Review the **Amount, Payment Status, and Description** of the exposure.

Next, determine if the paid exposure is valid.

Select **Yes** or **No**. (See below for more details on how to complete this section).

Enter a **Justification**.

Select “**Yes**” if the stated exposure is for payments to parties outside of arbitration and not for damages being recovered in the current decision or for prior payments made to the Recovering party in this decision.

✓ Is this a valid exposure? Yes No

A valid exposure is for payments to parties outside of arbitration and is not for damages being recovered in this decision or prior payments made to recovering parties in this decision.

* Ruling Amount

Total Exposure Amount	Paid Amount	Unpaid Amount	Undetermined ⓘ
\$0.00	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Yes

When the payment status is **paid**, enter the amount in the **Paid Amount** field. For an exposure to be considered paid by the arbitrator, checks must be in a **“cleared/deposited”** status. If they are in an **“issued”** status, enter the payment amount in the **Unpaid** field.

Exposure Information - BETA INSURANCE OF COLORADO (KNOWNEXPOSURE RESPONDER)

Amount: \$3,500.00

Payment Status: **Paid**

Description: tree and fence damage.

⚠ Evidence must support payment is in a cleared/deposited/honored status.

Exposure Ruling ⓘ

✓ Is this a valid exposure? Yes No
A valid exposure is for payments to parties outside of arbitration and is not for damages being recovered in this decision or prior payments made to recovering parties in this decision.

✓ Ruling Amount

Total Exposure Amount	Paid Amount	Unpaid Amount	Undetermined ⓘ
\$3,500.00	\$ 3,500.00	<input type="text"/>	<input type="checkbox"/> Yes

When the payment status is **unpaid**, enter the amount in the **Unpaid Amount** field.

Exposure Information - BETA INSURANCE OF COLORADO (KNOWNEXPOSURE RESPONDER)

Amount: \$3,500.00

Payment Status: **Unpaid**

Description: tree and fence damage.

⚠ Payment has not been made or is in “Issued” status.

Exposure Ruling ⓘ

✓ Is this a valid exposure? Yes No
A valid exposure is for payments to parties outside of arbitration and is not for damages being recovered in this decision or prior payments made to recovering parties in this decision.

✓ Ruling Amount

Total Exposure Amount	Paid Amount	Unpaid Amount	Undetermined ⓘ
\$3,500.00	<input type="text"/>	\$ 3,500.00	<input type="checkbox"/> Yes

If the amount is **undetermined**, check the box titled “**Undetermined.**”

Exposure Information - BETA INSURANCE OF COLORADO (KNOWNEXPOSURE RESPONDER)

Amount: Undetermined Amount

Description: Tree and Fence damage

Exposure Ruling ⓘ

✓ Is this a valid exposure? Yes No
A valid exposure is for payments to parties outside of arbitration and is not for damages being recovered in this decision or prior payments made to recovering parties in this decision.

✓ Ruling Amount

Total Exposure Amount	Paid Amount	Unpaid Amount	Undetermined ⓘ
\$0.00	<input type="text"/>	<input type="text"/>	<input checked="" type="checkbox"/> Yes

Select **No** when the evidence does not support the additional exposure, if the exposure is for payments to parties in the current arbitration or prior payments made to the Recovering party in the current arbitration. Next, enter a **Justification** for your ruling.

Exposure Information - BETA INSURANCE OF COLORADO (KNOWNEXPOSURE RESPONDER)

Amount: Undetermined Amount

Description: Tree and Fence damage

Exposure Ruling ⓘ

✓ Is this a valid exposure? Yes No
A valid exposure is for payments to parties outside of arbitration and is not for damages being recovered in this decision or prior payments made to recovering parties in this decision.

✓ Justification

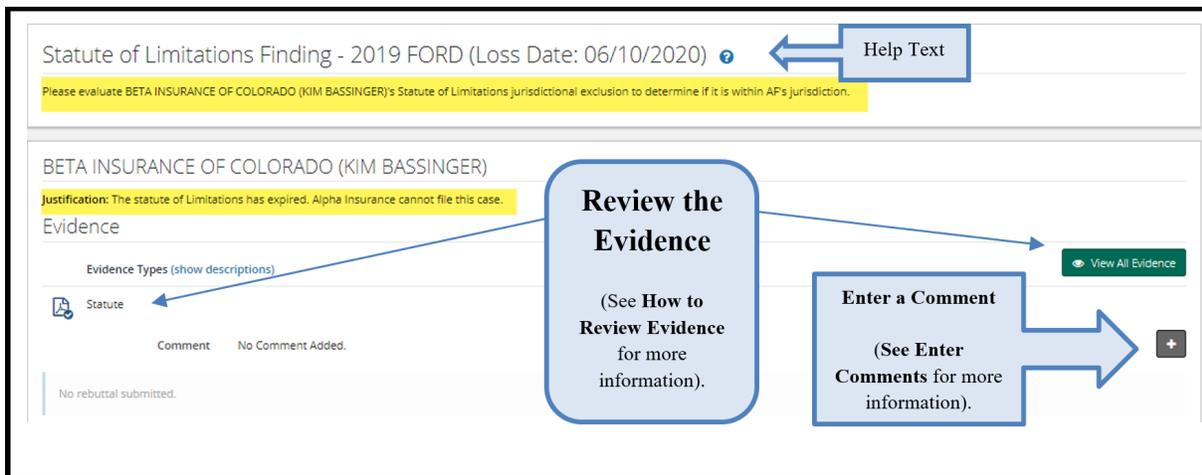
The police report does not show additional damages were caused to a tree or fence.

Statute of Limitations



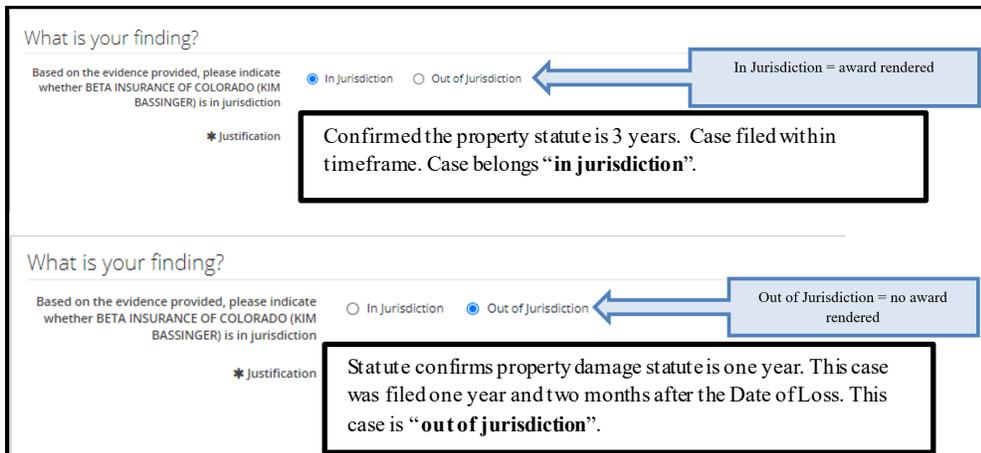
If other jurisdictional exclusions are raised other than policy limits, arbitrators will determine if the case is **in jurisdiction** or **out of jurisdiction**.

Review the jurisdictional exclusion raised (highlighted in yellow). Next, review the attached evidence and add comments that explain how the evidence proves or disproves the exclusion asserted.



After reviewing the evidence, provide your “Finding,” either **On Jurisdiction** or **Out of Jurisdiction**.

Select the appropriate radio button.



Joint and Several Liability, Spoliation of Evidence, Bailment, and Subrogation/Recovery Prohibited

The following jurisdictional exclusions apply to other coverage groups and not to New York PIP filings.

WORKFLOW STEPS	
Findings	
<input checked="" type="checkbox"/>	Joint & Several
<input checked="" type="checkbox"/>	Spoliation of Evidence
<input checked="" type="checkbox"/>	Bailment
<input checked="" type="checkbox"/>	Subrogation/Recovery Prohibited

Other assertions, such as those listed below, require the arbitrator to first determine if it applies to the loss state not the case itself.

- **Joint and Several Liability:** When multiple parties can be held liable for the same event or act and be responsible for all restitution required.
- **Spoliation of Evidence:** The intentional, reckless, or negligent withholding, hiding, altering, fabricating, or destroying of evidence. Spoliation of evidence will only be asked on coverages related to auto, special, and property.
- **Bailment:** A change in possession of property without a change in ownership. The owner expects property returned in as good or better condition.
- **Subrogation/Recovery Prohibited:** An assertion there is no Right of Recovery in a specific state for PIP or Med Pay payments paid for settlement to injured parties.

For example, Joint and Several Liability is asserted, and the loss state is Arizona. You will determine if this is correct based on the evidence submitted. (Does Arizona allocate awards based on Joint and Several Liability?)

After reviewing evidence, enter your **findings** by selecting **Yes** or **No**. Then, provide a **justification** for your finding.

What is your finding?

Based on the evidence provided, does Joint & Several apply in this jurisdiction? Yes No

* Justification

Loss state is Az.
 Joint and Several Liability does not apply.

You will complete this section for each assertion raised.

If multiple parties are involved, all other features will proceed and a decision will be made. A decision is not made for the party found to be out of jurisdiction.

The following jurisdictional exclusions apply to **New York PIP – Loss Transfer** filings when disputed by the responding party.

WORKFLOW STEPS	
Findings	
<input checked="" type="checkbox"/>	Case Qualifiers
<input checked="" type="checkbox"/>	Optional Basic Economic Loss (OBEL)

Case Qualifiers

For New York PIP, filings must meet one of the following qualifiers for arbitration eligibility:

- Involves a vehicle that weights over 6,500 lbs. unloaded
- Involves a vehicle-for-hire used principally for the transportation of persons or property (including livery)

When a responding party disputes this eligibility, arbitrators must enter a **Finding**.

Step 1: Evaluate the qualifier information to determine if the case is eligible for New York PIP Loss Transfer (highlighted in yellow).

Step 2: Review the attached **evidence**.

Step 3: Enter comments by selecting the + **tab**. Explain how the evidence proves or disproves the qualifier.

Case Qualifiers Ruling ?

1 Please evaluate the qualifier information to determine if the case is eligible for New York PIP - Loss Transfer

ALPHA INSURANCE OF FLORIDA (JJ RIDER) has asserted that this filing qualifies under at least one of the following reasons:

- Involves a vehicle that weighs over 6,500 lbs. unloaded
- Involves a vehicle-for-hire used principally for the transportation of persons or property (including livery)

Justification:

Evidence

2 Evidence Types (show descriptions) View All Evidence

Police Report 3

Comment No Comment Added. +

Step 4: Review the Adverse party’s dispute regarding case qualifiers.

Step 5: Review the attached **evidence**.

Step 6: Enter comments by selecting the **+** tab. Explain how the evidence proves or disproves the qualifier.

BETA INSURANCE OF COLORADO (KLYER CASH)'s Dispute

4 **Dispute Argument:** Case does not qualify. Vehicle weight is under 6500 pounds.

Evidence

5 Evidence Types (show descriptions) View All Evidence

Police Report 6

Comment No Comment Added. +

Step 7: Enter your **finding** based on the dispute and evidence submitted. An **in jurisdiction** finding means the case qualifies for arbitration, whereas an **out of jurisdiction** finding bars a ruling on the case.

Step 8: Provide a **justification** for your finding as seen in the example.

What is your finding?

7 In Jurisdiction Out of Jurisdiction

✓ Based on the justification and disputes provided, please indicate whether this case is in jurisdiction

8 ✓ Justification

After reviewing the police report submitted by Alpha and Beta Insurance, it supports the vehicle weight (2022 Ford F350 Super Duty) weighs more than 6500 pounds and meets the Case Qualifier for New York PIP Loss Transfer.

Optional Basic Economic Loss (OBEL)

OBEL coverage provides a person with an additional \$25,000 of coverage beyond the no-fault PIP \$50,000 limit.

OBEL coverage gives injured parties the ability to decide which expenses get paid. In some cases, regular no-fault insurance will not provide coverage if psychiatric, physical, or occupational treatments are needed following an accident. OBEL coverage for basic economic loss can be used to pay lost earnings and medical bills but could also be used to cover expenses of in-home help or physical therapy.

Disputes most commonly arise when the Filing Party pays more than the state allowance of \$50,000 but cannot prove OBEL exists on the policy. When the responder disputes OBEL, arbitrators will complete the following steps.

Step 1: Evaluate the Filing Company's request of OBEL.

Step 2: Review **evidence** to support this request.

Step 3: Enter your **finding** based on the dispute and evidence submitted. An **in jurisdiction** finding means that OBEL applies on the policy, whereas an **out of jurisdiction** finding means OBEL does not apply.

Step 4: Enter a **justification** to support your finding as seen in the example.

The screenshot shows a web interface for evaluating an Optional Basic Economic Loss (OBEL) request. The title is "Optional Basic Economic Loss (OBEL) Finding - NYPIP". A numbered list indicates the steps: 1. "Please evaluate ALPHA INSURANCE OF FLORIDA (JJ RIDER)'s Optional Basic Economic Loss (OBEL) request." 2. "Evidence" section showing "Policy Declarations" with a "Comment" field and a "+". 3. "What is your finding?" section with a question: "Based on the evidence provided, does Optional Basic Economic Loss (OBEL) apply on this policy?" and radio buttons for "Yes" (selected) and "No". 4. "Justification" section with a text box containing the text: "The Filing Company's Declarations Page shows OBEL listed for an additional \$25,000 of coverage."

Deferments



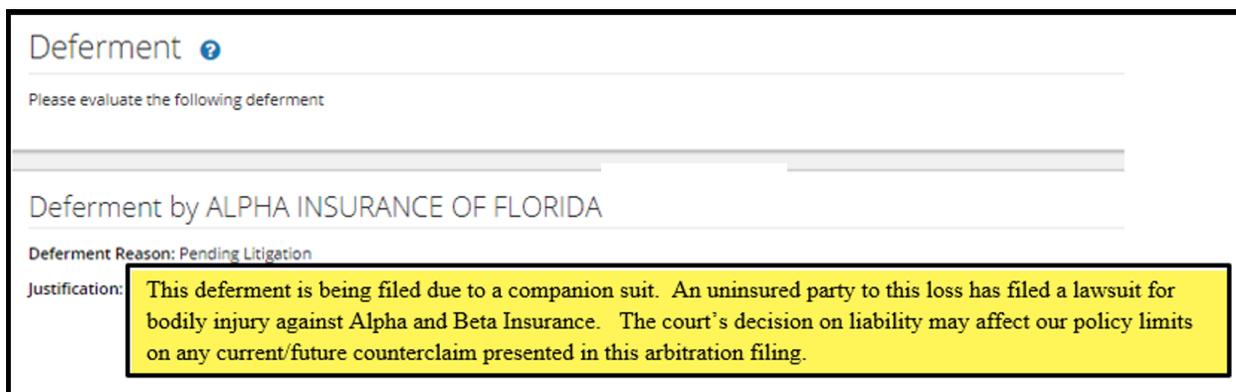
A deferment is a postponement of the liability and/or damages decision for one year from the deferment submission date. A deferment is typically submitted when coverage is pending and under investigation, or a companion claim or suit is pending, and issues must be resolved prior to the arbitration case being heard.

Any party may defer a case. Parties may also challenge the deferment if they believe the one-year postponement is not needed. When a deferment is challenged, arbitrators will determine the validity of the challenge request.

When reviewing a deferment challenge (DC) case, a banner will display at the top providing arbitrators with information regarding which party requested the deferment along with a deferment reason.



The party deferring the case should explain why the case needs to be deferred for one year (what impact the companion claim or suit has on the arbitration case).



Likewise, the challenging party should explain why the one-year deferment is not needed.

Deferment Challenge by BETA INSURANCE OF COLORADO

Justification: Beta Insurance challenges this deferment request. Alpha Insurance alleges the uninsured party has filed a lawsuit for bodily injury. This lawsuit was dismissed on August 15th, 2020 eliminating a policy limits defense. As such, this case should proceed to hearing.

After considering the deferment by the requesting party and the challenge raised by the Adverse party, review any supporting evidence. See **How to Review Evidence** for more information.

Evidence

 Court Order

After reviewing the evidence, enter your **finding**.

If the deferment is allowed, select “**Yes**” and provide a **justification**. The case remains in deferred status.

What is your finding?

Is the deferment allowed? Yes No

Justification: The deferment is allowed. The court document submitted is the actual Summons and Complaint and not the dismissal court documents needed.

If the deferment is not allowed, select **No** and provide a **justification**. The deferment ends and the parties are notified.

What is your finding?

Is the deferment allowed? Yes No

Justification: The deferment is not allowed. The court document submitted shows the uninsured party's lawsuit was dismissed. This case can proceed to hearing.

Cases involving a deferment challenge will appear on the Arbitrator Worklist with a deferment challenge (DC) badge.

A220000B861-C1-D2	04513 - ALPHA INSURANCE OF FLORIDA 04514 - BETA INSURANCE OF COLORADO	Arizona Pure Comparative	10/5/2022 Assigned Date	5D 22H 56M	Assigned	
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Liability/Recovery

WORKFLOW STEPS	
Liability	
<input checked="" type="checkbox"/>	ALPHA INSURANCE OF FLORIDA (ABC RENTAL)
<input checked="" type="checkbox"/>	BETA INSURANCE OF COLORADO (MATT GIBSON)
<input checked="" type="checkbox"/>	Liability Decision

WORKFLOW STEPS	
Recovery	
<input checked="" type="checkbox"/>	ALPHA INSURANCE OF FLORIDA (ABC RENTAL)
<input checked="" type="checkbox"/>	BETA INSURANCE OF COLORADO (MATT GIBSON)
<input checked="" type="checkbox"/>	Concurrent Coverage/Priority of Payment Decision

Liability/Recovery is the next **Workflow Step**. This section contains arguments and evidence submitted by the **Recovering** and **Adverse Parties**.

Liability will display in the Worklist when **Negligence, Workers' Compensation Subrogation, Third-Party Contribution (Among Co-defendants) or Loss Transfer (New York PIP only)** is selected as the **Right of Recovery**.

WORKFLOW STEPS	
<input checked="" type="checkbox"/>	Neutrality Statement
Liability	
<input checked="" type="checkbox"/>	ALPHA INSURANCE OF FLORIDA (JOE WRIGHT)
<input checked="" type="checkbox"/>	BETA INSURANCE OF COLORADO (SARA HOLDER)
<input checked="" type="checkbox"/>	Liability Decision
ALPHA INSURANCE OF FLORIDA (JOE WRIGHT) Damage Recovery	
<input type="checkbox"/>	2019 FORD
Summary	
<input type="checkbox"/>	Award Summary
Review & Submit	
<input checked="" type="checkbox"/>	Review Evidence
<input type="checkbox"/>	Review And Submit Decision

Recovery will display in the Worklist when **Concurrent Coverage/Priority of Payment, Third-Party Contribution (For Concurrent Coverage) or Non-Compulsory** is selected as the **Right of Recovery**.

WORKFLOW STEPS	
<input checked="" type="checkbox"/>	Neutrality Statement
Recovery	
<input checked="" type="checkbox"/>	ALPHA INSURANCE OF FLORIDA (ABC RENTAL)
<input checked="" type="checkbox"/>	BETA INSURANCE OF COLORADO (MATT GIBSON)
<input checked="" type="checkbox"/>	Concurrent Coverage/Priority of Payment Decision
ALPHA INSURANCE OF FLORIDA (ABC RENTAL) Damage Recovery	
<input checked="" type="checkbox"/>	2021 HONDA
Summary	
<input checked="" type="checkbox"/>	Award Summary
Review & Submit	
<input checked="" type="checkbox"/>	Review Evidence
<input type="checkbox"/>	Review And Submit Decision

Arbitrators can view each party's arguments in single view.

Liability Arguments (Single View):

Liability Argument ? Show Adverse Party's Arguments

ALPHA INSURANCE OF FLORIDA (LISA JO) **Recovering party**

Arguments:

Alpha Insurance contends that Beta's driver failed to yield right of way causing this accident.

Liability Argument ? Show Adverse Party's Arguments

BETA INSURANCE OF COLORADO (KATHY HOGAN) **Adverse party**

Arguments:

Beta Insurance contends that Alpha's driver is the party that actually ran the red light, as confirmed by a witness listed on the police report.

Recovery Arguments (Single View):

Recovery Argument ? Show Adverse Party's Arguments

ALPHA INSURANCE OF FLORIDA (ABC RENTAL) **Recovering party**

Arguments:

INTRODUCTION
 This is a dispute to ABC's rental vehicle that was damaged while rented by Responder's insured.

SUBROGATION
 ABC Rental presented subrogation to the Responder and they accepted 100% liability for the damages. To date we have not received payment.

• **CONTRACTUAL Obligation:** rental agreement contract language states, in part: "Renter accepts responsibility for damage to, loss, modification or theft of, Vehicle, Optional

Recovery Argument ? Show Adverse Party's Arguments

BETA INSURANCE OF COLORADO (MATT GIBSON) **Adverse party**

Arguments:

Beta Insurance is disputing damages being presented by ABC Rental Company. This is a 1st party claim. We accept responsibility for the damages our insured caused to the rental car per the rental agreement contract.

The estimate is for \$2500.00. We are reducing the estimate by \$500.00 because LKQ parts were not used in the estimate or repairs.
 Total Reduction: \$500.00

Arguments can also be viewed side-by-side by selecting **Show Adverse party's Arguments**.

 Show Adverse Party's Arguments

Arguments:

Liability Arguments (Side by Side View):

Recovering party	Adverse party
Hide Adverse Party's Arguments	
ALPHA INSURANCE OF FLORIDA (LISA JO) Arguments: Alpha Insurance contends that Beta's driver failed to yield right of way causing this accident.	BETA INSURANCE OF COLORADO (KATHY HOGAN) Arguments: Beta Insurance contends that Alpha's driver is the party that actually ran the red light, as confirmed by a witness listed on the police report.

Recovery Arguments (Side by Side View):

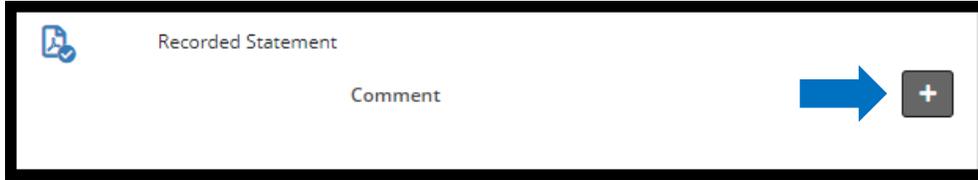
Recovering party	Adverse party
Hide Adverse Party's Arguments	
ALPHA INSURANCE OF FLORIDA (ABC RENTAL) Arguments: INTRODUCTION This is a dispute to ABC's rental vehicle that was damaged while rented by Responder's insured. SUBROGATION ABC Rental presented subrogation to the Responder and they accepted 100% liability for the damages. To date we have not received payment. <ul style="list-style-type: none"> CONTRACTUAL Obligation: rental agreement contract language states, in part: "Renter accepts responsibility for damage to, loss, modification or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or 	BETA INSURANCE OF COLORADO (MATT GIBSON) Arguments: Beta Insurance is disputing damages being presented by ABC Rental Company. This is a 1 st party claim. We accept responsibility for the damages our insured caused to the rental car per the rental agreement contract. The estimate is for \$2500.00. We are reducing the estimate by \$500.00 because LKQ parts were not used in the estimate or repairs. Total Reduction: \$500.00

When reviewing **arguments**, a green box may be present. This is an indication that evidence has been inserted into the Arguments section. Arbitrators are **required** to make comments when this green box is present.

Comments can be entered directly from the green box found in the **Arguments** section. To enter comments, select the green box. See **Enter Comments** for more information.

Arguments: Alpha contends that Beta failed to yield the right of way when turning right from a stop sign. See police report. 1	←
---	---

Comments can also be entered from the **Evidence** section found at the bottom of the **Workflow Step** and by selecting the **plus sign (+)**.



Review evidence listed for the parties and enter comments where appropriate. See **Enter Comments** for more information on how to complete this step.

Note: Evidence Sharing for Collision and Comprehensive/OTC Cases Only

Rule 2-1

For new Auto filings, attached evidence supporting feature damages sought will be viewable to the Responding party(ies) for the purpose of the specific arbitration filing and may not be copied for use in any other claim arising out of the same accident.

Filing and Responding parties should only attach liability evidence in this section. Feature damages sought and disputed damages evidence should be attached in the Feature Damages section.

Failure by the parties to attach evidence supporting feature damages sought or disputed damages in the appropriate section may cause the arbitrator to **not** consider it when a damage dispute is raised.

Removed Parties

Adverse parties can request to be removed from a case when named improperly. The naming party can remove the Adverse party and replace it with the correct party. Depending on when a party filed their feature and/or feature response, they may refer to a company name within the liability/recovery arguments that was replaced.

To provide clarity to the arbitrator, a banner now appears on the liability/recovery arguments advising when a party was replaced in the event a company is mentioned, but it is no longer a party to the case.

Liability Argument Show Adverse Party's Arguments

Please note that some parties on the case were replaced after arguments were submitted. Please be mindful of this change when you are reviewing the arguments.

- 04514 - BETA INSURANCE OF COLORADO (RANDY SMITH) was replaced by 00226 - GEICO CASUALTY (RANDY SMITH)

LIBERTY MUTUAL FIRE INS - PERSONAL CLAIM (MAX FIERO)

Arguments:

After reviewing each party's arguments and evidence, the next step is to enter a decision. Depending on the dispute type, the next workflow step will display as **Liability Decision**, **Concurrent Coverage/Priority of Payment Decision**, or **Contribution For Concurrent Coverage Decision**.

Liability Decision

When hearing a case involving **Negligence, Loss Transfer, or Third-Party Contribution (Among Co-defendants)**, boxes are present to record each party's percentage of liability.

Liability Decision Example

ALPHA INSURANCE OF FLORIDA (JOE WRIGHT)

* BETA INSURANCE OF COLORADO (SARA HOLDER) is % liable for ALPHA INSURANCE OF FLORIDA (JOE WRIGHT)'s damages.
has already admitted 0% for ALPHA INSURANCE OF FLORIDA (JOE WRIGHT)'s damages.

BETA INSURANCE OF COLORADO (SARA HOLDER)

* ALPHA INSURANCE OF FLORIDA (JOE WRIGHT) is % liable for BETA INSURANCE OF COLORADO (SARA HOLDER)'s damages.
has already admitted 0% for BETA INSURANCE OF COLORADO (SARA HOLDER)'s damages.

Example

Beta Insurance of Colorado (Sara Holder) is 100 percent liable for Alpha Insurance of Florida (Joe Wright)'s damages.

Example

Alpha Insurance of Florida (Joe Wright) is 0 percent liable for Beta Insurance of Colorado (Sara Holder)'s damages.

Both fields are required. When completed, the asterisk adjacent to each field changes to a check mark.

* ← Required

✓ ← Completed

Based on the liability percentage entered for the Adverse party, TRS automatically recognizes counterclaims (if applicable). If liability is favorable to the Adverse party and the negligence

laws permit recovery, a counterclaim will appear as an additional step in the Workflow titled **Damage Recovery**.



Counterclaim for Adverse party.
 Refer to the **Damage Recovery** section of this guide for instructions on how to complete this step.

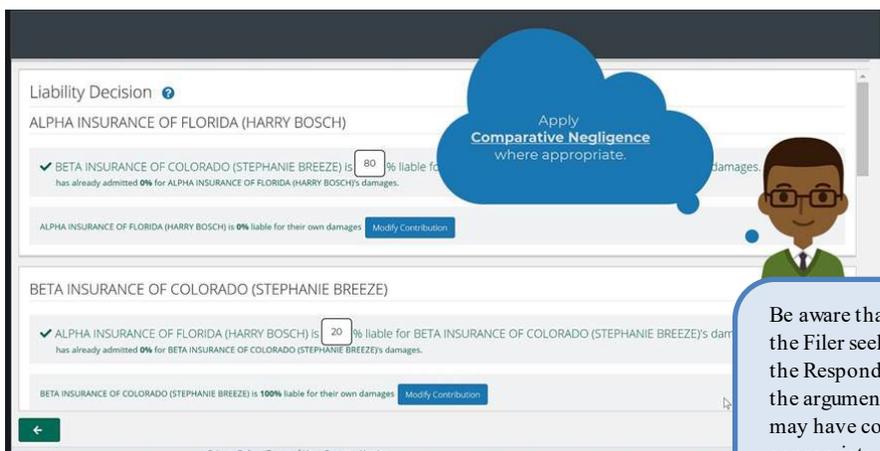
If the Adverse party admits 100 percent liability, a green banner will appear at the top of the page advising arbitrators to proceed directly to the damages section.



If Adverse Parties do not respond to a case, arbitrators will see in red **Did Not Respond** under the Liability Decision section.



There are **no default judgments** in arbitration. The Recovering/Filing party does not automatically prevail when Adverse parties do not submit a response. Arbitrators must review the arguments and evidence submitted to determine if the elements of proof were established.

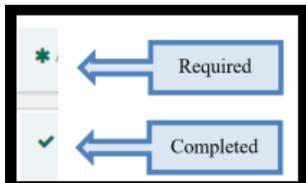


Be aware that cases go to arbitration often times with the Filer seeking 100 percent of their damages while the Responder admits zero liability. When reviewing the arguments and evidence, consider how each party may have contributed to their own damages, and when appropriate, apply comparative negligence.

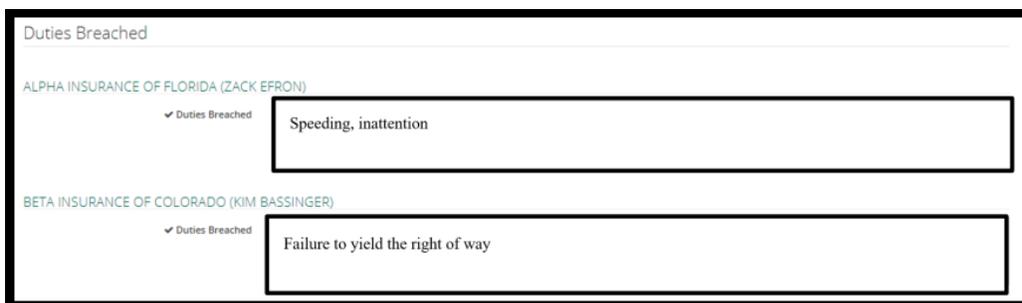
The “Modify Contribution” button allows arbitrators to change the percentage of liability, when applicable.



Fields are provided to enter the **Duties Breached** in support of your liability assessment against each party. Both fields are required, and when completed, the asterisk adjacent to each field changes to a check mark.



Enter only the breach of duty(ies) proven. This section is not intended to address the evidence or rationale for the decision.

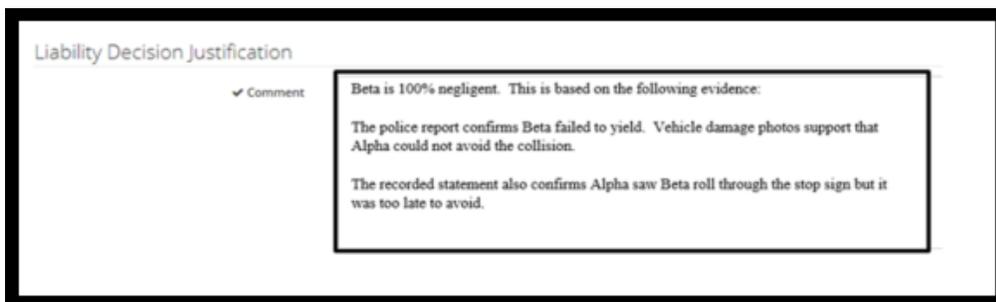


The **Liability Decision Justification** field is your opportunity to expand your comments on the evidence, developing a cohesive decision rationale.

What evidence items proved to you that the breach of duty(ies) you listed were the cause of the accident?

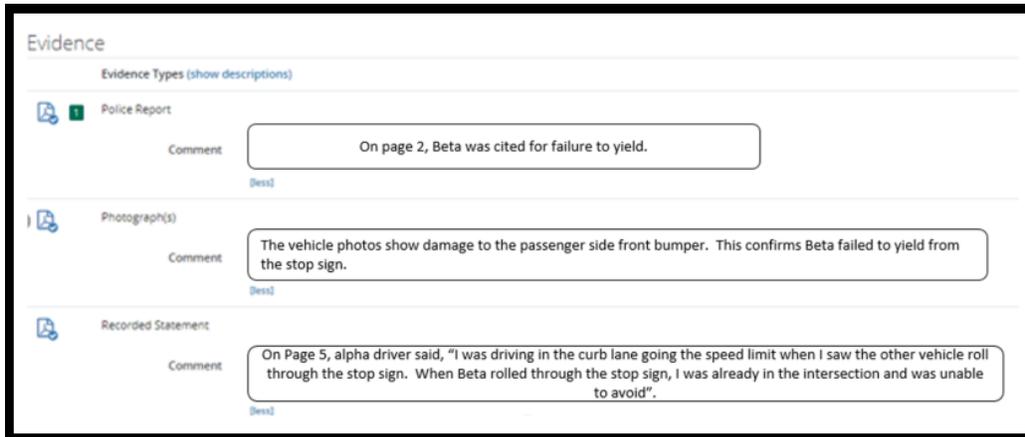
What key elements contained within the evidence influenced your decision?

What conclusions did you reach when comparing the arguments and supporting evidence?



Completing your **Liability Decision Justification** is aided by the visibility of the comments you entered initially from the previous workflow step and can be found at the bottom of the **Liability Decision Workflow Step**.

The comments should address conclusions made during the initial analysis of the evidence.



When completing the **Liability Decision Justification**, arbitrators can reference the original comments to help justify their decision.

Comments can be copied/pasted into the **Liability Decision Justification**.

Comments are preserved for the life of the case and can be viewed by the parties named in the arbitration. For these reasons, it is important to maintain a high level of professionalism when entering comments.

Recovery Decision

When hearing a case involving **Concurrent Coverage/Priority of Payment or Third-Party Contribution (For Concurrent Coverage)**, arbitrators will evaluate the parties for priority of payment for each feature.

- Step 1:** Evaluate the parties for priority of payment for each feature.
- Step 2:** Determine who has priority of payment for the Filing company.
- Step 3:** Enter the priority of payment justification.

Concurrent Coverage/Priority of Payment Decision

Please evaluate the parties for Priority of Payment for each feature **1**

Priority of Payment - 2021 HONDA

Who has priority of payment for ALPHA INSURANCE OF FLORIDA (ABC RENTAL) - 2021 HONDA?

Party	Is a Primary Carrier?
✓ ALPHA INSURANCE OF FLORIDA (ABC RENTAL) 2	<input type="radio"/> Yes <input checked="" type="radio"/> No
✓ BETA INSURANCE OF COLORADO (MATT GIBSON)	<input checked="" type="radio"/> Yes <input type="radio"/> No

✓ Priority of Payment Justification **3**

Beta Insurance of Colorado (Matt Gibson) is the Primary Carrier for this filing. Beta's insured driver signed the rental agreement binding him to the contract. The rental agreement explicitly states that if the car is returned with damage, the authorized user is liable to reimburse the rental car company for damages caused.

To complete the sections listed above, review the evidence attached to the case found at the bottom of this step.

Evidence

Evidence Types (show descriptions) [View All Evidence](#)

- Contract
- Photograph(s)
- Estimate

Damage Recovery (Vehicles/Injured Parties)

WORKFLOW STEPS

ALPHA INSURANCE OF FLORIDA (SARA CROCKER) Damage Recovery

2019 FORD

BETA INSURANCE OF COLORADO (BEN CARTWRIGHT) Damage Recovery

2019 HONDA

WORKFLOW STEPS

ALPHA INSURANCE OF FLORIDA (SARA CROCKER) Damage Recovery

Bill Crocker

The **Damage Recovery Workflow Step** addresses the damage recovery being sought in arbitration. Recovery is dependent on the liability outcome along with negligence laws.

Recovery is also dependent on the party designated with Priority of Payment. Based on these dependencies, the **Damage Recovery Workflow Step** may/not be enabled.

For **Collision, Comprehensive/OTC** cases, “damages” refer to **vehicles**.



For **Property and Third-Party Contribution (Property Damages)** cases, “damages” refer to **property**.



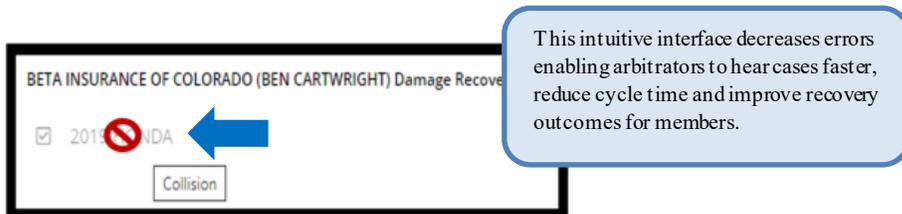
For **PIP, Med Pay, Workers’ Compensation Subrogation, Third-Party Contribution (Bodily Injury), or New York PIP** cases, “damages” refer to **injured parties**.



TRS is intuitive through its ability to recognize a right of recovery based on liability, negligence laws, or primacy on coverage.

The Damage Recovery Workflow Step is enabled when the liability/recovery decision and negligence laws permit recovery. After selecting the step, complete each field where indicated.

This step is disabled when the decision and negligence laws prohibit recovery. This is denoted with the red strikethrough. Proceed to the next step in the workflow.



Liability Decisions

The state of loss determines the recovery outcome regardless of the liability percentage entered. In the example below, the Responding Party, Beta Insurance, is 60 percent liable for Alpha Insurance’s damages.

Loss State: Texas Loss Date: 10/2/2022 Filed On: 10/4/2022	Filing Parties: (2) ALPHA INSURANCE OF FLORIDA (EARL FLEMMING) BETA INSURANCE OF COLORADO (BUD LANCING)	AF Filing ID: A220000B875-C1-D1 Negligence Laws: 50% Comparative Remaining Time: 7D 2H 57M
--	--	--

Liability Decision ⓘ

ALPHA INSURANCE OF FLORIDA (EARL FLEMMING)

✓ BETA INSURANCE OF COLORADO (BUD LANCING) is % liable for ALPHA INSURANCE OF FLORIDA (EARL FLEMMING)'s damages.
has already admitted 0% for ALPHA INSURANCE OF FLORIDA (EARL FLEMMING)'s damages.

BETA INSURANCE OF COLORADO (BUD LANCING)

✓ ALPHA INSURANCE OF FLORIDA (EARL FLEMMING) is % liable for BETA INSURANCE OF COLORADO (BUD LANCING)'s damages.
has already admitted 0% for BETA INSURANCE OF COLORADO (BUD LANCING)'s damages.

Because the loss state is Texas where the negligence laws bar recovery of 51 percent and greater, recovery is barred to Beta Insurance for any counterclaim they present. TRS disables counterclaims by displaying a red strikethrough ensuring damages are not awarded erroneously to the Responding party.

BETA INSURANCE OF COLORADO (BUD LANCING) Damage Recovery
<input checked="" type="checkbox"/> 2015 ORD

There are three types of negligence laws:

- **Pure Comparative:** Party can recover less the percentage they are negligent (80 percent negligent means recovery of 20 percent of their damages).
- **Modified Comparative:** 49/51 percent or 50/50 percent. The party deemed 50 percent or 51 percent negligent is barred from recovery.
- **Contributory Negligence:** The party deemed one percent negligent cannot recover.

Recovery Decision

Conversely, negligence laws do not govern recovery outcomes as it relates to **Concurrent Coverage/Priority of Payment** cases. Specific arguments raised under this **Right of Recovery** are not arguments relating to liability, but rather to coverage, policy, and/or contract language as to who is primary to pay for damages.

Concurrent Coverage/Priority of Payment Decision

Please evaluate the parties for Priority of Payment for each feature.

Priority of Payment - 2021 HONDA

Who has priority of payment for ALPHA INSURANCE OF FLORIDA (ABC RENTAL) - 2021 HONDA?

Party	Is a Primary Carrier?
✓ ALPHA INSURANCE OF FLORIDA (ABC RENTAL)	<input type="radio"/> Yes <input checked="" type="radio"/> No
✓ BETA INSURANCE OF COLORADO (MATT GIBSON)	<input checked="" type="radio"/> Yes <input type="radio"/> No

✓ Priority of Payment Justification

Beta Insurance/Matt Gibson collision policy is primary for damages to ABC Rental Car. Matt Gibson rented a car which was damaged during the rental agreement period. The rental agreement states authorized users are liable for any damages that occur while in their possession.

When completing the Damage Recovery Workflow Step, required fields are denoted with an asterisk and will change to a check mark once completed.

Damages	Sought
* Auto Damage	\$2,546.32

Select the **Accept** tab after reviewing the evidence, and only when the amount sought is proven and not disputed by the Adverse party.

Collision, Comprehensive/OTC Cases:

Damages	Sought	Proven	Show Details
* Auto Damage	\$2,546.32		

Accept Review

Property Cases or Third-Party Contribution (Property Damage):

Damages	Sought:	Proven	Show Details
✓ Additional Living Expense	\$10,000.00	\$10,000.00	Review

PIP, Med Pay, New York PIP, Workers' Compensation Subrogation, and Third-Party Contribution (Bodily Injury) Cases:

Damages	Sought	Proven	Show Details
* Medical Expenses	\$2,000.00		 <input type="button" value="Accept"/> <input type="button" value="Review"/>

Proof of Damages vs. Proof of Payment

Proof of Damages = Estimates, invoices, medical bills, etc.

Proof of Payment = Checks, drafts, electronic funds transfer (EFT), payment ledgers, etc.

In arbitration, either proof of damages or proof of payment can be submitted to support the feature damages sought. Proof of damages are needed only when the Responding party disputes specific damages.

In the event a damage dispute is raised, the arbitrator will review the Filing party's corresponding bill, determine the validity of the damage dispute, and either award all or reduced damages in the appropriate fields.

In the event a damage dispute is raised and the Filing party submitted an electronic/digital invoice as proof of damages, it should contain the same information provided as a traditional paper bill (i.e., the breakdown of charges).

Damage Disputes

Damage Disputes raised by the Adverse party are marked by a red **Disputed** badge next to the damages description.

ALPHA INSURANCE OF FLORIDA Recovery (ZACK EFRON) - Damages Decision	
Collision, 2019 FORD EXPLORER	
Driver: ZACK EFRON	
Sought: \$2,927.76	
Proven: \$0.00	
Damages	Sought
* Auto Damage	\$2,546.32
* Rental	\$235.69 Disputed
* Towing	\$145.75 Disputed

To the far right of the **Disputed** red badge is the **Review** button. Select this button to review the **Damage Dispute**.



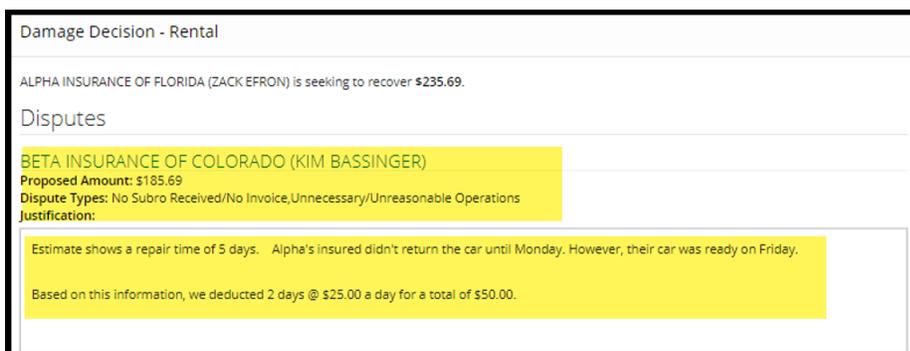
Note: Evidence Sharing for Collision and Comprehensive/OTC Cases

Rule 2-5

For new Auto filings, evidence attached supporting disputed damages will be viewable to the Recovering party and other Responding parties, if applicable, for the purpose of the specific arbitration filing and may not be copied for use in any other claim arising out of the same accident.

Failure by the Responding party to attach evidence supporting the disputed damages in the appropriate section (i.e., Damage Dispute section) may cause the arbitrator to **not** consider it.

The **Review** tab describes the damage dispute raised by a Responding Party including the proposed amount, dispute type, and justification. Damage Dispute descriptions vary based on the Coverage Group selected.



Determine Damage Amount

After reviewing the proposed amount and justification, confirm the amount or reduce the amount.

The diagram illustrates the 'Determine Amount' interface. It shows a main box with the title 'Determine Amount' and two radio button options: 'Confirm Amount' and 'Reduce Amount'. Two callout boxes provide further details:

- Confirm Amount:** When selecting this option, arbitrators are confirming the amount sought by the Recovering party. No reduction is given. The callout shows the 'Determine Amount' box with 'Confirm Amount' selected.
- Reduce Amount:** When selecting this option, arbitrators will reduce the amount sought to the amount proven. The callout shows the 'Determine Amount' box with 'Reduce Amount' selected.

When reducing damages, enter the amount proven in the field provided.

The screenshot shows the 'Determine Amount' interface. The 'Confirm Amount (\$150.00)' option is unselected, and the 'Reduce Amount *' option is selected. A yellow rectangular input field is positioned to the right of the 'Reduce Amount' text, indicating where the user should enter the amount to be reduced.

To determine the new damage amount, take the original amount sought by the Recovering party and subtract it by the amount reduced by the arbitrator.

Example:

Original amount sought for Rental is \$235.69 - \$50.00 (reduced amount) = \$185.69. (Enter this amount in the reduced rental amount field.)

The screenshot shows the 'Determine Damage Amount' interface. The 'Confirm Damages Sought (\$235.69)' option is unselected, and the 'Reduce Rental Amount *' option is selected. The input field next to 'Reduce Rental Amount' contains the value '\$185.69'. A blue arrow points from the text above to this input field.

For PIP, Med Pay, New York PIP, or Property filings, an additional option appears for amounts **not proven**.

Determine Amount

Confirm Amount
 Reduce Amount
 Not Proven

Apportion Damages

This section applies your proven liability decision to the damages awarded. Selecting **Change Apportioned Amount** allows the arbitrator to enter a new **apportionment amount**.

It is used when the Adverse party is only liable for a portion of the Recovering party’s damages. For example, rear damages versus front damages.

Apportion Damages

Change Apportioned Amount

Party	Proven Liability	Apportionment
BETA INSURANCE OF COLORADO (MONEY HONEY)	100%	\$ 750.00

Total Apportioned Amount: \$750.00

Justification: Alpha Insurance proved \$1500.00 in damages. However, Beta Insurance is only responsible for the rear damages caused. Rear damages total \$750.00.

Auto example

This will change the **Total Owed** to the Recovering party.

Damage Award Summary	Damages	Deductible	Legal Fees	Payments	Total Owed
BETA INSURANCE OF COLORADO (MONEY HONEY), 100% Liable	\$750.00	—	—	—	\$750.00
Company Totals	\$750.00	—	—	—	\$750.00

Regardless of your damages decision, a required **Justification** text box will appear at the bottom of the page for the explanation of your decision reasoning.

* Justification

\$700.00 for medical bills reduced from amount owed. Medical notes and driver’s own statement confirms he had a pre-existing back and neck injury prior to this loss. Medical bills \$10,000 less \$700.00 for reduction = \$9300.00 owed.

Injury example

The required **Justification** box allows you to provide the rationale behind your damages decision. For an award of all damages, explain how the Recovering party proved all of its damages and why you are rejecting the damages challenge from the Adverse party.

If you did not confirm the amounts, explain why you felt that some or all of the disputed damages were unreasonable and document what evidence supported these findings. **Show the math** that resulted in the reduced damages amount, so there is no confusion regarding the reduced damages figure.

After providing the justification, select the **Done** button.



Evidence

Prior to accepting or reviewing damages, review each party's evidence and enter comments (See **How to Review Evidence and Enter Comments** for more information).

Evidence

ALPHA INSURANCE OF FLORIDA (ZACK EFRON) ← Recovering Party's Damage Evidence

Evidence Types (show descriptions) [View All Evidence](#)

- Estimate
Comment +
- Rental Bill/Receipt
Comment +
- Tow and/or Storage Bill
Comment +

Evidence

BETA INSURANCE OF COLORADO (KIM BASSINGER) ← Adverse Party's Evidence

Evidence Types (show descriptions) [View All Evidence](#)

- Proof of Payment
Comment +

Insured Deductible (if applicable)

Confirm the insured deductible sought. An estimate or declarations page will confirm this amount. Once confirmed, select **Accept**.

The net demand plus the amount claimed for the deductible should equal the gross amount of the estimate or ACV.

For example, the Recovering party seeks to recover its insured's \$500.00 deductible. However, the estimate supports a deductible amount of \$1,000.00. This discrepancy in deductible amounts may occur because the Recovering party has issued a partial refund to its insured and is only seeking the difference.

Insured Deductible		Sought	Awarded	Show Details
* Insured Deductible		\$500.00		Accept Review

Recovering deductibles is applicable to Auto and Property cases. However, there may be times when statute allows for recovery of a deductible in PIP cases.

Prior Payments Made

This section is for payments made from the Adverse party to the Recovering party or its insured. If the Recovering party **acknowledged (1)** the payment, no review is needed. An acknowledged payment will automatically be deducted from the award. If the Recovering party has not **acknowledged** the payment, the arbitrator will review the payment by selecting the **Review (2)** tab to confirm it has been cashed/deposited. This is also true when the Adverse party asserts a higher payment amount than what the Recovering party acknowledged.

Party	Acknowledged: \$0.00	Alleged: \$1,500.00	Proven: \$0.00	Show Details
* BETA INSURANCE OF COLORADO (KIM BASSINGER)		\$1,500.00		Review 

To confirm the payment, review the evidence. Verify the payment has cleared. If it is sent via electronic funds transfer (EFT), make sure the status shows “sent.” Next, select **“Review.”** Enter the proven amount and justification, and then select **“Done.”**

This amount will automatically be deducted from the award.

Payment

BETA INSURANCE OF COLORADO (KIM BASSINGER) has alleged payment of \$1,500.00
 Description:

Determine Proven Payment

✓ Enter Proven Amount

✓ Justification

Cancel Done

Do not enter a justification as it relates to the Recovering party’s proven amounts. The intent of the Payments section is to verify and deduct previous payments made to the Recovering party to avoid situations in which they are paid twice for the same damages.

This section should only include payments made to the Recovering party or its insured (deductibles) **for damages sought in the case. If the Responding company has issued prior payments, they must be entered in the Prior Payment Made field with proof of payment attached. This includes deductibles and any payments alleged to be a double dip (body shop and/or insured paid twice). This is especially important if there is a policy limit.**

The justification below explains the review of check #1343 showing a status of “deposited/cashed.” This is an indication the Recovering party has accepted the payment. By the arbitrator entering the “deposited” amount of \$350.00 in the field provided, the system will automatically credit \$350.00 and deduct it from the award.

Payment

BETA INSURANCE OF COLORADO (GEORGE FLACO) has alleged payment of \$350.00
 Description:

Determine Proven Payment

✓ Enter Proven Amount

✓ Justification

Cancel Done

\$350.00 is automatically deducted from the award.

Payment Justification (Incorrect)

The justification below explains how the Recovering party’s damages are proven, but does not address the payment of \$350.00 that the Adverse party has allegedly paid.

Payment ✕

BETA INSURANCE OF COLORADO (GEORGE FLACO) has alleged payment of \$350.00 ←

Description:

Determine Proven Payment

Enter Proven Amount \$ 0.00

Justification Recovering Party's damages for repairs, rental and towing proven.

Award Summary

Located at the bottom of the **Damage Recovery Workflow Step**, this field summarizes the award and percentage of liability owed to the Recovering party.

Award Summary					
Damage Award Summary	Damages	Deductible	Legal Fees	Payments	Total Owed
BETA INSURANCE OF COLORADO (KIM BASSINGER) , 100% Liable	\$2,927.76	\$0.00	—	\$1,500.00	\$1,427.76
Company Totals	\$2,927.76	\$0.00	—	\$1,500.00	\$1,427.76

Policy Limits Worksheet

WORKFLOW STEPS

Policy Limits

Collision - BETA INSURANCE OF COLORADO

The **Policy Limits Worksheet** presents the relationship between the proven policy limits of the Adverse party and the total proven exposures against the policy that may affect the available limits (**Does not apply to New York PIP or Concurrent Coverage/Priority of Payment**).

Review the related arbitrator resources for more information on Policy Limits – Additional Exposures.

[Policy Limits in TRS Hearings Guide](#)

[Policy Limits- Additional Exposures](#)

There are three types of exposures: Paid, Unpaid, or Undetermined.

Paid Exposures – Proven paid exposures directly impact the policy limits available for the case. These exposures are automatically deducted from the proven policy limits available on the case

and can cause a party to be marked as out of jurisdiction (OOJ) by the system. This occurs when the proven paid exposures exceed the policy limits available for the incident or the feature.

Unpaid Exposures – Unpaid exposures are exposures that have not been paid. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these unpaid exposures put a party or feature OOJ.

Undetermined Exposures – Undetermined exposures are exposures that have not been quantified. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these undetermined exposures put a party or feature OOJ.

Policy Limit Worksheet - Collision - BETA INSURANCE OF COLORADO (BILLY KID) ⓘ

Proven Policy Limit Amount	\$10,000.00
Previously Paid Exposures ⓘ	\$1,000.00 ⓘ Details ⓘ
Policy Limit Balance Remaining for Current Decision	\$9,000.00
Known Exposures - Proven in Current Decision ⓘ	\$5,550.00 ⓘ Details ⓘ
Net Remaining Policy Limit Balance	\$3,450.00

Unpaid/Undetermined Exposures	
Description	Proven Amount
Damage to Homeowner's Fence	\$3,000.00
Rear damage to uninsured vehicle involved in accident.	Undetermined
Total	\$3,000.00

* Do these exposures put BETA INSURANCE OF COLORADO (BILLY KID) out of jurisdiction for this case? Yes No

* Justification

Paid Exposures

Previously paid exposures in a decision are automatically deducted from the **Proven Policy Limit Amount** to show the **Policy Limit Balance Remaining for Current Decision**. The system will then deduct **Known Exposure – Proven in Current Decision** to determine the **Net Remaining Policy Limit Balance**.

WORKFLOW STEPS

Policy Limits

Collision - BETA INSURANCE OF COLORADO

Policy Limit Worksheet - Collision - BETA INSURANCE OF COLORADO (BILLY KID) ?	
Proven Policy Limit Amount	\$10,000.00
Previously Paid Exposures ?	\$1,000.00 Details
Policy Limit Balance Remaining for Current Decision	\$9,000.00
Known Exposures - Proven in Current Decision ?	\$5,550.00 Details
Net Remaining Policy Limit Balance	\$3,450.00

\$10,000.00 Proven Policy Limit

-\$1,000.00 Previously Paid Exposure

\$9,000.00 Remaining Policy Limit

\$5,500.00 Known Exposure in Decision

The Net Remaining Policy Limit Balance is \$3,450.00. For the case to remain in jurisdiction, all unpaid or undetermined exposures cannot exceed this amount.

There are times when the **Net Remaining Policy Limit Balance** will total \$0.00. This happens when the exposure exceeds the proven policy limit amount.

Proven Policy Limit Amount	\$10,000.00
Previously Paid Exposures ?	\$3,500.00 Details
Policy Limit Balance Remaining for Current Decision	\$6,500.00
Known Exposures - Proven in Current Decision ?	\$8,500.00 Details
Net Remaining Policy Limit Balance	\$0.00

When the **Net Remaining Policy Limit Balance** is \$0.00, the arbitrator will need to determine if the Recovering Party accepts policy limits.

Policy Limits Acceptance				
Recovering Party	Accepts Policy Limits ?	Accepts Pro-Rata ?	Accepts Remaining Balance ?	Agrees to reimburse their insured ?
ALPHA INSURANCE OF FLORIDA	Yes	Yes	Yes	Yes

If **Yes**, the system will automatically adjust the **Exposures Proven in Current Decision**. This is reflected in the **Recoverable Amount** column.

Policy Limit Distribution			Show Detail
Recovering Party	Exposures Proven in Current Decision	Recoverable Amount	
2019 FORD — ALPHA INSURANCE OF FLORIDA	\$8,500.00	\$6,500.00	
Total	\$8,500.00	\$6,500.00	

Under the **Award Summary** Workflow Step, the orange **Policy Limits** badge indicates policy limits have been applied to the award.

Award Summary			
The final award summary page is shown by features. You can click on the 'Modify Award' button to override the award			
Collision - 2019 FORD ALPHA INSURANCE OF FLORIDA (MAGGY JOE)		Claim Number: 10102022A	
Modify Awards			
Award Allocation	Recoverable Amount	Proven Payments	Award Owed
BETA INSURANCE OF COLORADO (BEN SMITH), 100% Liable	\$5,000.00	—	\$5,000.00
Company Totals	\$5,000.00	\$0.00	\$5,000.00

Policy limits have been applied

If the Recovering party does **not** accept policy limits, the **Recoverable Amount** will reflect a Zero award. This is because the proven exposures exceed the Adverse party’s policy limits, and there has been no acceptance of the policy limits amount.

Policy Limits Acceptance			
Recovering Party	Accepts Policy Limits	Accepts Pro-Rata	Accepts Remaining Balance
ALPHA INSURANCE OF FLORIDA	No	No	No

Award Allocation	Recoverable Amount	Proven Payments	Award Owed
BETA INSURANCE OF COLORADO 100% Liable	—	—	—
Company Totals		\$0.00	\$0.00

Unpaid/Undetermined Exposures

Unlike previously paid exposures, unpaid/undetermined exposures are not automatically deducted by TRS because the amounts are either unknown or have not yet been paid. For example, subrogation demands were not received prior to the filing of a case. In this situation, the arbitrator will make a judgement call, deciding whether the additional exposure will render the case in or out of jurisdiction.

To determine if a case is in or out of jurisdiction, arbitrators will need to compare the **Unpaid/Undetermined Exposures** to the **Net Remaining Policy Limits Balance**.

Policy Limit Worksheet - Collision - BETA INSURANCE OF COLORADO (BILLY KID) ?

Proven Policy Limit Amount	\$10,000.00
Previously Paid Exposures ?	\$1,000.00 Details
Policy Limit Balance Remaining for Current Decision	\$9,000.00
Known Exposures - Proven in Current Decision ?	\$5,550.00 Details
Net Remaining Policy Limit Balance	\$3,450.00

Unpaid/Undetermined Exposures

Description	Proven Amount
Damage to Homeowner's Fence	\$3,000.00
Rear damage to uninsured vehicle involved in accident.	Undetermined
Total	\$3,000.00

* Do these exposures put BETA INSURANCE OF COLORADO (BILLY KID) out of jurisdiction for this case? Yes No

* Justification

Validity of these exposures were previously ruled on under the **Policy Limits Workflow Step**, as denoted in the **Proven Valid** column.

Exposure Rulings ?

WORKFLOW STEPS

Findings

- Policy Limits

Amount/Description	Proven Valid	Proven Paid Amount	Proven Unpaid Amount	Proven Undetermined	
✓ Amount: \$1,000.00 Paid Damage to Street Sign	Yes	\$1,000.00	—	No	Review
✓ Amount: \$3,000.00 Unpaid Damage to Homeowner's Fence	Yes	—	\$3,000.00	No	Review
✓ Amount: Undetermined Rear damage to uninsured vehicle involved in accident.	Yes	—	—	Yes	Review
Total: \$4,000.00	Total Proven:	\$1,000.00	\$3,000.00		

The first step is to determine if these exposures (1) collectively exceed the **Net Remaining Policy Limit Balance** (2). Next, answer the out of jurisdiction question by selecting either **Yes** or **No** (3).

Policy Limit Worksheet - Collision - BETA INSURANCE OF COLORADO (BILLY KID) ?

Proven Policy Limit Amount	\$10,000.00
Previously Paid Exposures ?	\$1,000.00 Details
Policy Limit Balance Remaining for Current Decision	\$9,000.00
Known Exposures - Proven in Current Decision ?	\$5,550.00 Details
Net Remaining Policy Limit Balance	\$3,450.00

Unpaid/Undetermined Exposures

Description	Proven Amount
Damage to Homeowner's Fence	\$3,000.00
Rear damage to uninsured vehicle involved in accident.	Undetermined
Total	\$3,000.00

* Do these exposures put BETA INSURANCE OF COLORADO (BILLY KID) out of jurisdiction for this case? Yes No

* Justification

In the example above, the **Net Remaining Policy Limits Balance** is \$3,450.00. There are two exposures:

- Damage to homeowner's fence \$3,000.00 (**unpaid**)
- Rear damage to uninsured vehicle (**undetermined amount**)

If the only exposure was for damages to the homeowner's fence for \$3,000.00, the case would remain in jurisdiction.

Remaining Policy Limit amount of \$3,450.00 would cover the \$3,000.00 for the homeowner's fence, ruling the case **in jurisdiction**.

For cases **in jurisdiction**, select **No** to the following question and enter a **justification**.

✓ Do these exposures put BETA INSURANCE OF COLORADO (BILLY KID) out of jurisdiction for this case? Yes No

✓ Justification

Net Remaining Policy Limit Balance is \$3450.00. Exposure for damage to homeowner's fence totals \$3000.00. Leaving a Net Remaining Policy Limit Balance of \$450.00.

However, in this example, the homeowner's fence is not the only exposure. There is a second exposure of undetermined amount for damages to an uninsured vehicle. When reviewing undetermined exposures, arbitrators will use their discretion to determine if the case is in or out of jurisdiction based on the description and supporting evidence. For example, in this scenario the Net Remaining Policy Limits Balance is \$450.00. Based on the evidence and description of

the second exposure (rear damages to uninsured vehicle), do you believe damages would exceed the remaining balance of \$450.00? Applying your knowledge and industry expertise in this scenario is vital to ensure accurate outcomes.

If damages for the uninsured vehicle will exceed the Net Remaining Policy Limit Balance, select **Yes** and enter a **justification**. This case is now out of jurisdiction (OOJ). OOJ is a status that represents a filing to be excluded from compulsory arbitration’s jurisdiction. A TRS filing with this status allows parties to resolve the dispute by other means.

✓ Do these exposures put BETA INSURANCE OF COLORADO (BILLY KID) out of jurisdiction for this case? Yes No

✓ Justification

The police report and recorded statement from the Recovering Party confirms the impact to the rear of the uninsured vehicle was severe. Because of this, the remaining Net Remaining Policy Limits Balance of \$450.00 is not enough to cover these damages putting the case Out of Jurisdiction.

When additional exposures are added to a case, the Recovering party’s acceptance of policy limits will not determine if the case is in or out of Jurisdiction. Damages to all parties including additional exposures cannot exceed the **Net Remaining Policy Limits Balance**. If so, the case is out of jurisdiction regardless of who is willing to accept policy limits.

PIP and Med Pay Cases

In PIP and Med Pay cases, arbitrators will need to consider the Per-Person and Per-Incident Policy Limit amount to ensure accurate awards.

Start by reviewing the **Proven Per-Incident Policy Limit Amount**. In this example, the **Per-Incident Policy Limit Amount** is \$10,000.

Incident Policy Limits	
Proven Per-Incident Policy Limit Amount	\$10,000.00
Previously Paid Exposures ⓘ	\$0.00
Policy Limit Balance Remaining for Current Decision	\$10,000.00
Known Exposures - Proven in Current Decision ⓘ	\$8,579.00 Details ▾
Net Remaining Policy Limit Balance	— ⓘ

Next, compare the **Policy Limit Balance Remaining for Current Decision** to the **Known Exposures – Proven in Current Decision**.

Incident Policy Limits	
Proven Per-Incident Policy Limit Amount	\$10,000.00
Previously Paid Exposures ⓘ	\$0.00
Policy Limit Balance Remaining for Current Decision	\$10,000.00
Known Exposures - Proven in Current Decision ⓘ	\$8,579.00 Details ▾
Net Remaining Policy Limit Balance	- ⓘ

The example below shows one **Known Exposure – Proven in the Current Decision** is **\$8,579.00**. At first glance, it appears there are enough limits to pay this injured party’s claim.

Incident Policy Limits	
Proven Per-Incident Policy Limit Amount	\$10,000.00
Previously Paid Exposures ⓘ	\$0.00
Policy Limit Balance Remaining for Current Decision	\$10,000.00
Known Exposures - Proven in Current Decision ⓘ	\$8,579.00 Details ▾
Net Remaining Policy Limit Balance	- ⓘ

\$10,000.00 Policy Limits Amount (Per-Incident)
 \$8,579.00 Known Exposure in Current Decision
\$1,421.00 Policy Limits Balance (Per-Incident)

However, if you look at the **Net Remaining Policy Limit Balance**, it indicates a negative balance.

Net Remaining Policy Limit Balance	- ⓘ
---	------------

To ensure the award does not exceed the **Per-Person Policy Limit**, first review the **Proven Per-Person Policy Limit Amount**.

Proven Per-Person Policy Limit Amount	\$5,000.00
Previously Paid Exposures ⓘ	\$0.00
Policy Limit Balance Remaining for Current Decision	\$5,000.00
Known Exposures - Proven in Current Decision ⓘ	\$8,579.00 Details ▾
Net Remaining Policy Limit Balance	\$0.00

In the example above, the **Known Exposure – Proven in Current Decision** is **\$8,579.00**. This amount is determined by the liability proven and damages accepted for the injured party. Because the known exposure (injured party) is more than the per-person policy limit, the **Net Remaining Policy Limit Balance** is **\$0.00**. When this happens, arbitrators will verify if the Recovering party accepts policy limits.

Policy Limits Acceptance			
Recovering Party	Accepts Policy Limits ?	Accepts Pro-Rata ?	Accepts Remaining Balance ?
ALPHA INSURANCE OF FLORIDA (MEDPAY CLAIM)	Yes	Yes	Yes

When policy limits are accepted, the **Policy Limit Distribution** section displays the **Exposures Proven in Current Decision** and **Recoverable Amount**.

Policy Limit Distribution			Show Detail
Recovering Party	Exposures Proven in Current Decision	Recoverable Amount ?	
MEDPAY CLAIM — ALPHA INSURANCE OF FLORIDA (MEDPAY CLAIM)	\$8,579.00	\$5,000.00	
Total	\$8,579.00	\$5,000.00	

From the **Award Summary** Workflow Step, TRS will automatically adjust the award to the **Per-Person Policy Limit Amount** as denoted by the orange Policy Limits icon.

Award Summary ?			
The final award summary page is shown by features. You can click on the 'Modify Award' button to override the award			
MedPay - MEDPAY CLAIM ALPHA INSURANCE OF FLORIDA (MEDPAY CLAIM)		Claim Number: 10112022A	
Injured Party Status: Driver Modify Awards			
Award Allocation	Recoverable Amount	Proven Payments	Award Owed ?
BETA INSURANCE OF COLORADO (MEDPAY RESPONDER), 100% Liable Policy Limits: \$5,000.00 / \$10,000.00	\$5,000.00	—	\$5,000.00 Policy Limits
Company Totals	\$5,000.00	\$0.00	\$5,000.00

When policy limits are **not** accepted, TRS will automatically adjust the award to \$0.00.

Policy Limits Acceptance			
Recovering Party	Accepts Policy Limits ?	Accepts Pro-Rata ?	Accepts Remaining Balance ?
ALPHA INSURANCE OF FLORIDA	No	No	No

This is seen from the **Award Summary** Workflow Step.

Award Summary ?

The final award summary page is shown by features. You can click on the 'Modify Award' button to override the award

MedPay - KDKXDIX DKDKDKD
 ALPHA INSURANCE OF FLORIDA (KJOKKM KJUIOL) Claim Number: MEDPAY1

Injured Party Status: Occupant [Modify Awards](#)

Award Allocation	Recoverable Amount	Proven Payments	Award Owed ?
BETA INSURANCE OF COLORADO Policy Limits: \$5,000.00 / \$10,000.00	100% Liable	—	—
Company Totals		\$0.00	\$0.00

Award Summary



The **Award Summary** page recaps the total award, broken down by feature. The breakdown itemizes the recoverable amount less any proven payments, resulting in the award owed.

Award Summary ?

The final award summary page is shown by features. You can click on the 'Modify Award' button to override the award

Collision - 2019 FORD
 ALPHA INSURANCE OF FLORIDA (ZACK EFRON) Claim Number: 6192020-A

Injured Party Status: Occupant [Modify Awards](#)

Award Allocation	Recoverable Amount	Proven Payments	Award Owed ?
BETA INSURANCE OF COLORADO (KIM BASSINGER), 100% Liable	\$3,427.76	\$1,500.00	\$1,927.76
Company Totals	\$3,427.76	\$1,500.00	\$1,927.76

Collision - 2018 TOYTA
 BETA INSURANCE OF COLORADO (KIM BASSINGER) Claim Number: 6192020B

Injured Party Status: Occupant [Modify Awards](#)

Award Allocation	Recoverable Amount	Proven Payments	Award Owed ?
ALPHA INSURANCE OF FLORIDA (ZACK EFRON)	\$0.00	—	\$0.00
Company Totals	\$0.00	\$0.00	\$0.00

Modify Award

Each feature includes a **Modify Awards** tab, which allows editing of the Recoverable Amount. A modification may be needed when the following are asserted/argued:

- **Bailment:** A change in possession of property without a change in ownership. The owner expects property returned in as good or better condition.
- **Joint and Several Liability:** When multiple parties can be held liable for the same event or act and be responsible for all restitution required.

- Front/rear damage allocation differs from liability awarded.

To modify an award, select the **Modify Awards** tab.

Collision - 2019 FORD
 ALPHA INSURANCE OF FLORIDA (ZACK EFRON) Claim Number: 6192020-A

[Modify Awards](#)

Award Allocation	Recoverable Amount	Proven Payments	Award Owed ⓘ
BETA INSURANCE OF COLORADO (KIM BASSINGER) , 100% Liable	\$3,427.76	\$1,500.00	\$1,927.76
Company Totals	\$3,427.76	\$1,500.00	\$1,927.76

Enter the new amount in the **Recoverable Amount** field and provide a justification. To save your changes, select **Save Modifications**.

[Save Modifications](#)

Award Allocation	Recoverable Amount	Proven Payments	Award Owed ⓘ
BETA INSURANCE OF COLORADO (AMANDA KRISTY) , 100% Liable	\$ 5,000.00	—	\$10,000.00 Policy Limits
Company Totals	\$10,000.00	\$0.00	\$10,000.00

Justification

Review Evidence

WORKFLOW STEPS

Review & Submit

Review Evidence

This page presents the opportunity to review the evidence files and the comments made about the evidence. In so doing, you can verify that the comments correctly refer to the evidence it is associated with and that it correctly reflects your thoughts about that evidence item.

The **View All Evidence** tab opens all evidence items and displays them in one window.



Use the arrows to transition through each evidence item on this page.

Review and Submit Decision

The final workflow step is to **Review and Submit Decision**. Review the decision for accuracy, and select **Submit**.

Please review your decision for accuracy prior to submission.

Arbitrator(s)
 CINDY CALHOUN
 Above Arbitrator(s) have acknowledged the AF Neutrality, Privacy and Confidentiality Statement.

Decision Summary - Filing ID: 2000006F91-C1-D1 In Progress

Findings

Liability Policy Limits Exclusion - Collision
 Raised by: BETA INSURANCE CO (KIM BASSINGER)
 Finding Amount: \$5,000.00
 Justification: No justification was entered.

Statute of Limitations Exclusion - 2019 FORD
 Raised by: BETA INSURANCE CO (KIM BASSINGER)

[Privacy Policy](#) [Terms of Use](#) [Contact](#) [Version](#)

The decision has now been submitted.

Retrieve Decisions

Arbitrators will have two hours to retrieve a submitted decision to make changes. To do this, go to the arbitrator Worklist and find the submitted case.

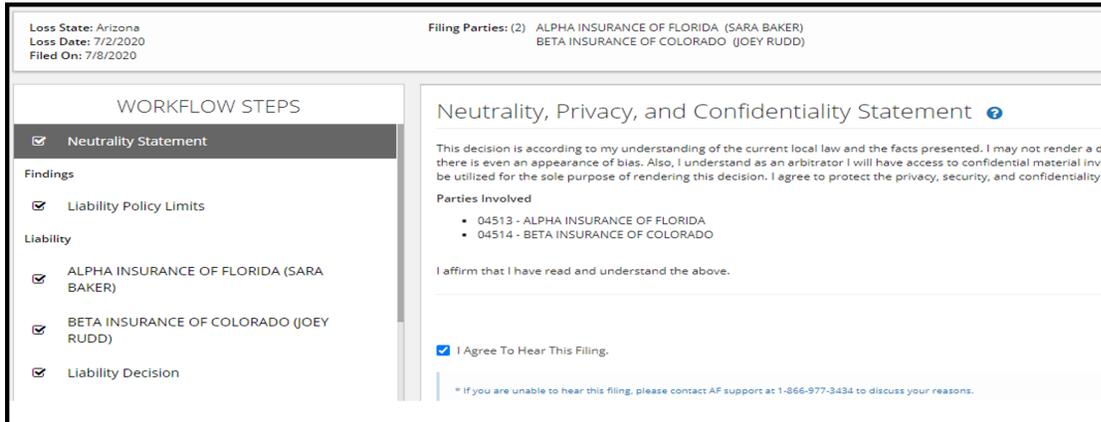
From the blue ellipsis, select **Retrieve Decision**.

Retrieving the decision changes the status from submitted to **In Progress**.

From the blue ellipsis, select **Hear this Case**.

All the information entered from the previously submitted case is saved. Simply go to the workflow step and make changes, if desired.

Once completed, resubmit the decision.



Loss State: Arizona
Loss Date: 7/2/2020
Filed On: 7/8/2020

Filing Parties: (2) ALPHA INSURANCE OF FLORIDA (SARA BAKER)
BETA INSURANCE OF COLORADO (JOEY RUDD)

WORKFLOW STEPS

- ☑ Neutrality Statement
- Findings
- ☑ Liability Policy Limits
- Liability
- ☑ ALPHA INSURANCE OF FLORIDA (SARA BAKER)
- ☑ BETA INSURANCE OF COLORADO (JOEY RUDD)
- ☑ Liability Decision

Neutrality, Privacy, and Confidentiality Statement

This decision is according to my understanding of the current local law and the facts presented. I may not render a d there is even an appearance of bias. Also, I understand as an arbitrator I will have access to confidential material inv be utilized for the sole purpose of rendering this decision. I agree to protect the privacy, security, and confidentiality

Parties Involved

- 04513 - ALPHA INSURANCE OF FLORIDA
- 04514 - BETA INSURANCE OF COLORADO

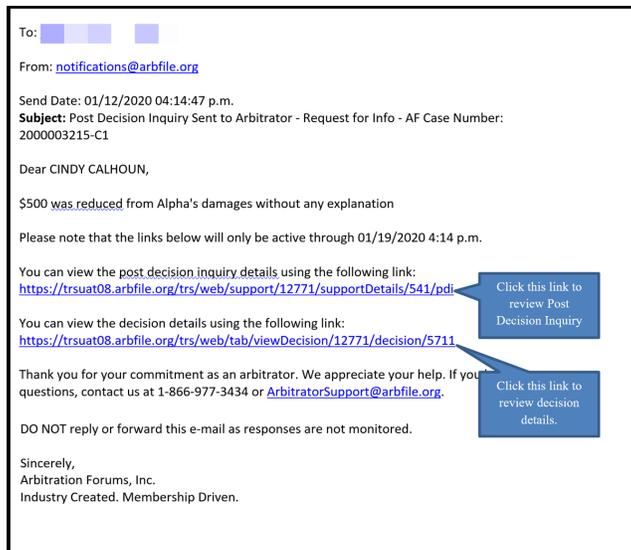
I affirm that I have read and understand the above.

I Agree To Hear This Filing.

* If you are unable to hear this filing, please contact AF support at 1-866-977-3434 to discuss your reasons.

How to Access Post-Decision Inquires (PDIs)

When a member has questions about a decision, they create a post-decision inquiry (PDI). If a PDI has been created on a decision you made, the following email is sent to you:

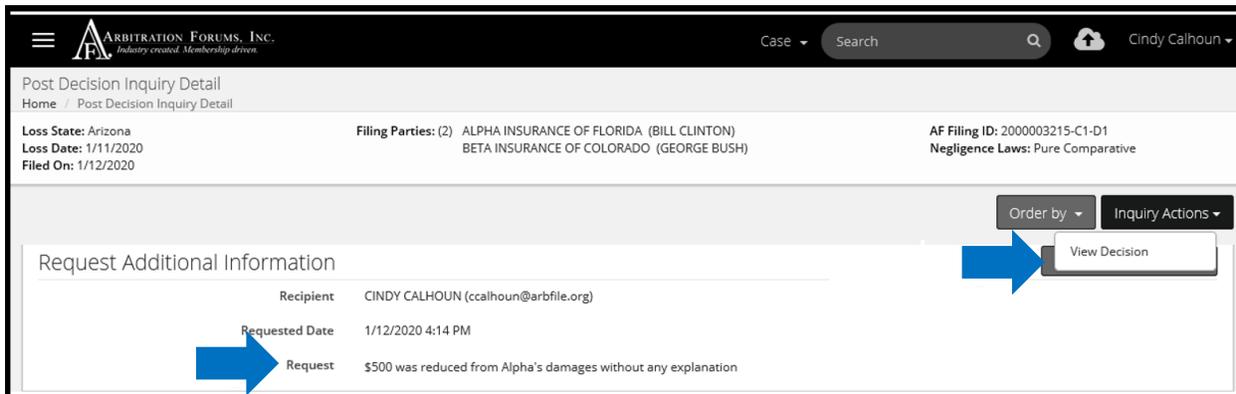


For timely handling of the post-decision inquiry (PDI), please respond to all requests within **24 hours** of receipt. For questions, please contact 1-866-977-3434 or send an email to arbitratorsupport@arbfile.org.

The email also indicates **not** to reply to or forward the email, as the mailbox is not monitored. To enter your decision, respond from within the TRS system.

Below are the steps on how to enter your post-decision inquiry response.

To respond to the inquiry, click the **PDI** link (noted above) that takes arbitrators to the following screen:



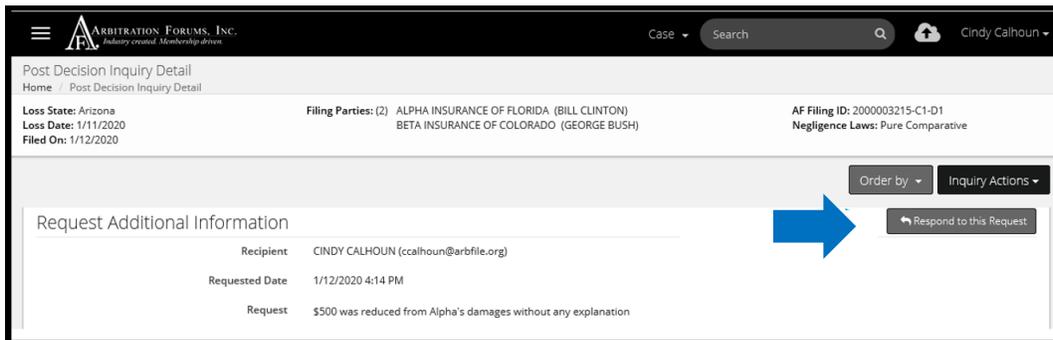
The screenshot shows the 'Post Decision Inquiry Detail' page. At the top, there is a navigation bar with the Arbitration Forums, Inc. logo, a search bar, and the user name 'Cindy Calhoun'. Below the navigation bar, the page title is 'Post Decision Inquiry Detail' with a breadcrumb trail 'Home / Post Decision Inquiry Detail'. The main content area displays case information: 'Loss State: Arizona', 'Loss Date: 1/11/2020', 'Filed On: 1/12/2020', 'Filing Parties: (2) ALPHA INSURANCE OF FLORIDA (BILL CLINTON) BETA INSURANCE OF COLORADO (GEORGE BUSH)', and 'AF Filing ID: 2000003215-C1-D1 Negligence Laws: Pure Comparative'. There are two dropdown menus: 'Order by' and 'Inquiry Actions'. A blue arrow points to the 'View Decision' button in the 'Inquiry Actions' menu. Below this, a 'Request Additional Information' section is shown with a table of details: Recipient (CINDY CALHOUN (ccalhoun@arbfile.org)), Requested Date (1/12/2020 4:14 PM), and Request (\$500 was reduced from Alpha's damages without any explanation). A blue arrow points to the 'Request' field.

The **Request for Additional Information** screen provides the following details:

- **Recipient:** Provides the arbitrator's name
- **Requested Date:** Date the request was made
- **Request:** Provides the reason for the inquiry from the member

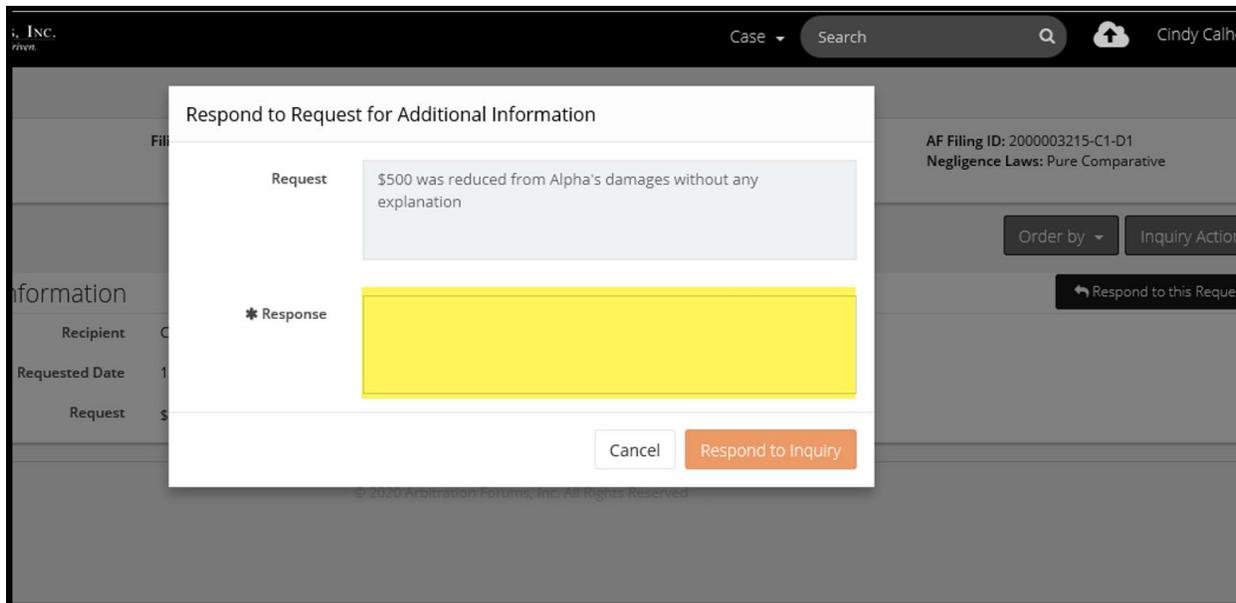
To begin, select the **View Decision** tab to review your initial decision.

After viewing the decision details, select the **Respond to this Request** tab to provide an additional explanation for this decision.



This screenshot is identical to the previous one, showing the 'Request Additional Information' section. A blue arrow points to the 'Respond to this Request' button in the 'Inquiry Actions' menu.

Enter additional information in the **Response** field (highlighted below), and then select **Respond to Inquiry**.



Arbitrator Support

For questions on how to complete the **TRS Arbitrator Hearing Workflow Steps**, please email or call us at 1-866-977-3434 or arbitratorsupport@arbfile.org.

Hearing Supplement Cases

Arbitration should not be filed until a claim is concluded. That said, AF realizes that supplemental damages may arise after an initial filing is submitted or heard.

When this occurs, the responding party is strongly encouraged to voluntarily reimburse the damages based on the initial liability decision. Arbitration may be filed, however, if the damages are disputed.

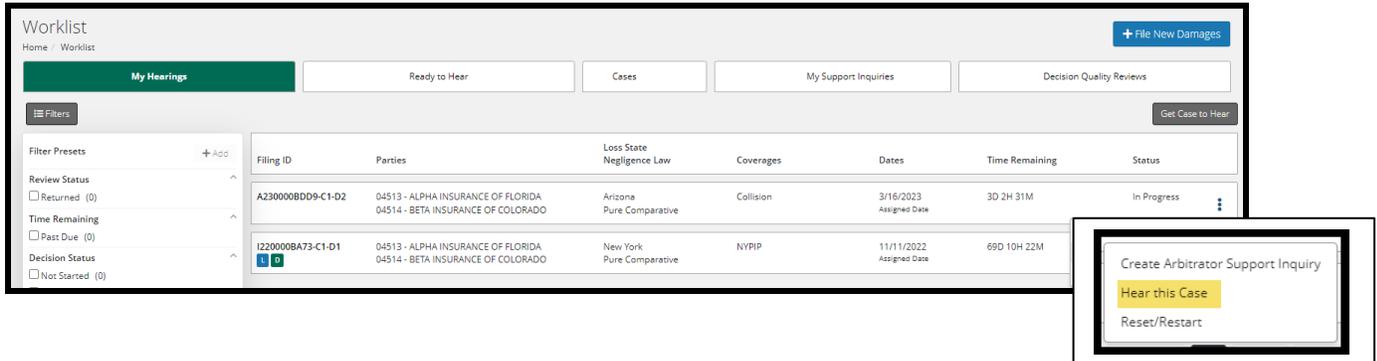
When damages are disputed by the Responding party(ies), arbitrators will handle them in the same manner damage disputes are handled in the original case. To learn how to handle damage disputes, refer to the [Damage Disputes](#) section.

Rule 5-3 outlines when a company can file for supplement damages. Payments must be made on or after the initial filing submit date. It is also important to note, that for new Auto filings, evidence submitted by the parties to support or dispute the supplement damages will be viewable by the parties. This is intended to facilitate and expedite settlement of the claim since many times a supplement demand is not sent.

In all forums, the original liability decision is binding unto the parties. The sole issue for the arbitrator to consider in the new filing is the supplement damages.

The following provides step-by-step instructions for entering decisions on supplement filings.

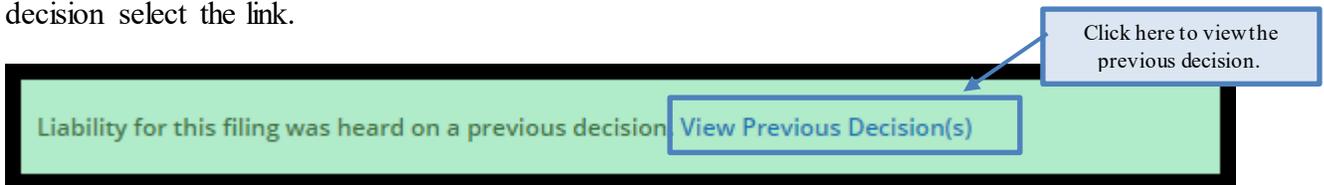
From the **My Hearings** tab, select **Hear this Case** from the blue ellipsis drop-down menu.



From the Neutrality, Privacy and Confidentiality Workflow Step, the following banner is present.



It indicates that liability for this filing was heard on a previous decision. To view the previous decision select the link.



Review the original **Decision Award** and compare the award to the amount requested in the supplement filing. This is especially true when the responding party has entered a prior payment for an amount different than the supplement amount.

Errors applying credit for a prior payment are often made on supplemental filings when the payment is entered in error by the responding party and was actually payment of the prior arbitration award.

Decision Award

Award for ALPHA INSURANCE OF FLORIDA (SARA BING) Recovery

Award Owed By BETA INSURANCE OF COLORADO (GEORGE WHITTINGTON): \$5,651.23

Claim Number: 3162023A Insured's Name: SARA BING

Collision - 2019 TOYOTA

Claim Number: 3162023A Claim Representative: Recovery Sought: \$5,651.23

Remittance Address
 Recovering Company: ALPHA INSURANCE OF FLORIDA
 3820 Northdale Blvd
 Tampa, FL 33624-1863

Here are some tips to ensure credit for the payment is not made in error.

The first indication of a problem is when the entered prior payment amount *exceeds* the supplemental damages sought. For example, the Recovering party was initially awarded \$5,651.23 (above) and seeks an additional \$315.24 (below) in supplemental damages.

ALPHA INSURANCE OF FLORIDA Recovery (SARA BING) - Damages Decision ?

Collision, 2019 TOYOTA 4 RUNNER Original Submission Date: 3/16/2023

Driver: SARA BING

Damages	Sought: \$315.24	Proven: \$0.00	Show Details
* Auto Damage	\$315.24		Accept Review

The Responding party enters a prior payment of \$5,651.23.

Prior Payments

Party	Acknowledged: \$0.00	Alleged: \$5,651.23	Proven: \$5,651.23	Show Details
✓ BETA INSURANCE OF COLORADO (GEORGE WHITTINGTON)		\$5,651.23	\$5,651.23	Review

The fact that only \$315.23 is sought should make you question if the \$5,651.23 prior payment applies to the supplemental damages.

View the prior decision to determine if the award amount equals the amount of the prior payment entered on the supplemental filing. Do not apply the credit if it does. By reviewing the previous decision, errors in applying the credit for a prior payment can be avoided.