

E-Speed Filing Program

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**E-SPEED FILING PROGRAM
AGREEMENT**

By signing this Agreement, the company accepts and binds itself to the following:

ARTICLE FIRST

Signatory companies are bound to forego litigation and submit to Arbitration Forums, Incorporated any first-party subrogation or self-insured automobile physical damage claims within the monetary limits as stated in Rule 1.

ARTICLE SECOND

The compulsory provisions of this Agreement do not apply to any claim:

- (a) where a company asserts a defense of lack of coverage at the time of the loss.
- (b) where a company asserts and supports that the applicable statute of limitations has expired.
- (c) that involves the interest of any party other than the disputing parties.
- (d) where a Counterclaim exceeds \$25,000.
- (e) already filed in the Automobile Subrogation Arbitration Forum.

ARTICLE THIRD

To ensure the integrity of the program, signatory companies authorize Arbitration Forums, Incorporated to:

- (a) make appropriate rules for the E-Speed Filing process.
- (b) select, administer, and manage arbitrators to ensure neutrality.
- (c) execute and enforce audit procedures (this may result in disciplinary action, depending on the severity of abuse, action may include warnings, monetary penalties and ultimately expulsion of any signatory for failure to

- conform to this Agreement or the Rules.)
- (d) invite, approve and authorize signatories to participate in this program.

ARTICLE FOURTH

The arbitrators will base their decision upon the facts and the application of local law as presented in the contentions and will not render a default judgment.

The decision is final and binding upon all participating parties without the right of rehearing or appeal. The finding on liability is *res judicata* to any automobile physical damage issue related to the accident, except for restrictions found in the Rules. Otherwise, the arbitrator's decision is conclusive only of the controversy submitted to this forum. It has no legal or moral effect on any other claim or suit arising out of the same accident or occurrence.

ARTICLE FIFTH

Arbitration Forums, Inc., as well as members, directors, officers, staff, arbitrators, agents, and employees of Arbitration Forums, Incorporated, are not liable to and will be held harmless by any party for any negligence, act or omission concerning the processing, administration or hearing of any arbitration conducted under this Agreement or rules.

Any signatory company may withdraw from this Agreement by notice in writing to Arbitration Forums, Inc. Signatory withdrawal will become effective forty-five (45) calendar days after receipt of such notice. Any cases pending in the program will be processed and the decisions are final and binding. Arbitration Forums retains the right to audit any case heard prior to the effective date of withdrawal.

E-SPEED FILING PROGRAM RULES AND REGULATIONS

These rules are authorized by the Automobile E-Speed Filing Agreement as signed by the insurance company or self-insured entity with Arbitration Forums, Incorporated (AF). This forum is limited to disputes between two parties known as Company #1 and Company #2. At the time of filing, Company #1 will be charged a filing fee.

1. This Forum limits jurisdiction to accidents, insured events or losses occurring within the limits of the United States, Puerto Rico, and the US Virgin Islands. Monetary limits are for any automobile physical damage subrogation claim where the amount in controversy for Company #1 is \$3,500 or less, and where the Company #2 Counterclaim amount does not exceed \$25,000.

2. Using the E-Speed Filing system, Company #1 will initiate the process after thirty (30) calendar days following the **date of loss** and Company #2 will answer within twenty-five (25) calendar days from the date filed. The E-Speed Filing system automatically recognizes and processes a Counterclaim. As such, each company will provide the following applicable information as prompted by the system:
 - (a) Company #1 will provide Company #2's company code, name, both companies' insureds' names, and the date, time and place of the alleged accident, loss or other insured event, and a policy number or claim number;

 - (b) Each company will itemize its collision payment, towing, storage, loss of use reimbursement, etc. (excluding normal operating and insured's out-of-pocket expenses) as allowed by its policy and the amount of its insured's collision and/or liability deductible. The company will state the method used to arrive at its damage estimates;

If Company #2 has not paid their insured when responding to Company #1, Company #2 should enter “Pending” at the Claim Amount prompt. The liability finding is *res judicata* for undisputed related damages.

- (c) Each company must indicate the percentage of liability admitted if any and if contesting damages, the basis for the contest;
 - (d) The available affirmative defenses for this Forum are lack of coverage, statute of limitations, the involvement of any party other than the disputing parties, Counterclaim amount exceeds \$25,000, or the claim is already filed in AF’s Automobile Subrogation Forum. Difficulty in confirming coverage is not a coverage denial. A company must explain the exact basis, to include any applicable law, for raising its pleading. The arbitrator will determine if a pleading is valid. A company raising an invalid pleading that results in litigation that is subsequently removed and returned to this Forum must reimburse the other company for its reasonable legal expenses and court costs.
3. A company with any awards against it shall pay all awards within ten (10) calendar days of the date of the decision. It must also include payment of any deductible interest of the prevailing company’s insured. Such payment is made in the interest of good public relations and goodwill.

A payment is to be made payable only to the prevailing company. The payment issued to the prevailing company will include its insured’s deductible payment. By accepting the award and deductible, the prevailing company agrees to hold the paying company harmless from any claim by the prevailing company’s insured equal to the arbitrator’s finding on the negligence issue.

If an award has not been received within fifteen (15) calendar days from the decision date, the prevailing company's representative is to electronically notify AF via E-Speed Website. AF will send an electronic notification to the nonpaying company. A service fee will be charged by AF to the nonpaying company. If the award remains unpaid for ten (10) calendar days after AF's electronic notice, the prevailing company is free to file in litigation for collection. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred in pursuing payment of the award.

4. To assure the integrity of the E-Speed Filing Forum, AF will perform periodic audits of the participating companies' claim files. A company will provide AF with access to the documents and supporting paperwork upon request.