

Automobile Subrogation Arbitration Agreement

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

Article First

Compulsory Provisions

Signatory companies must forego litigation and arbitrate any personal, commercial or self-insured automobile damage disputes through Arbitration Forums, Inc. (herein after referred to as AF) where:

- (a) a subrogated insurer or self-insured seeks recovery from an at-fault party(ies); or
- (b) each has issued separate policies of property insurance providing, or as a self-insured provides, concurrent coverage to the same party or parties asserted to cover an accident, occurrence, or event out of which a first-party claim or suit for automobile damage arises.

Article Second

Exclusions

No company shall be required, without its **written consent**, to arbitrate any claim or suit if:

- (a) it is not a signatory company nor has given **written consent**.
- (b) such claim or suit creates any cause of action or liabilities that do not currently exist in law or equity; or
- (c) its policy is written on a retrospective or experience-rated basis; or
- (d) any payment which such signatory company may be required to make under this Agreement is or may be in excess of its policy limits. However, an Applicant may agree to accept an award not to exceed policy limits and waive their right to pursue the balance directly against the Respondent's insured; or
- (e) it has asserted a **denial of coverage**; or
- (f) any claim for the enforcement of which a lawsuit was instituted prior to, and is pending, at the time this Agreement is signed; or
- (g) under the insurance policy, settlement can be made only with the insured's consent.

Article Third

Decisions

The decision of the arbitrator(s):

- (a) shall be based on local jurisdictional law consistent with accepted claim practices.
- (b) is final and binding without the right of rehearing or appeal. However, this does not preclude AF from correcting a clerical or **jurisdictional error** of an arbitrator(s) or AF staff.
- (c) is neither **res judicata** nor **collateral estoppel** to any other claim or suit arising out of the same accident, occurrence, or event except where an applicant seeks recovery of supplemental damages as allowed under the Awards section of the rules. The decision is conclusive only of the issues in the matter submitted to the panel and only as to the parties to the arbitration. The admissibility of the decision in any other proceeding is not intended, nor should be inferred from this Agreement.

All matters concerning an arbitration proceeding shall be held in strict confidence.

Article Fourth

Non-Compulsory Provisions

The parties may, with **written consent**, submit a claim:

- (a) that exceeds this forum's monetary limit, or
- (b) where a non-signatory wants to participate.

Once a company gives **written consent**, all Articles and Rules of this forum are applicable, and the company may not revoke its consent.

Article Fifth

AF's Function and Authority

AF, representing the signatory companies, is authorized to:

- (a) make appropriate Rules and Regulations for the presentation and determination of controversies under this Agreement;
- (b) determine the location, and the means by which, arbitration cases are heard;
- (c) determine qualification criteria, provide for the selection and appointment of arbitrators, and establish arbitrator participation requirements for the signatory companies;
- (d) establish fees;
- (e) invite other insurance carriers, **noninsurers**, or **self-insureds** to participate in this arbitration program, and compel the withdrawal of any signatory for failure to conform to the Agreement or the Rules issued thereunder.

The signatories, directors, officers, staff, agents, and AF employees, as well as the arbitrators, are not liable to and will be held harmless by any party (ies) for any negligence, act, or omission concerning the processing, administration, or hearing of any arbitration conducted under this Agreement.

Article Sixth

Arbitrator Participation

Signatory companies agree to provide qualified arbitrators from among full-time employees, and hear as many cases as they file.

Article Seventh

Withdrawals

Any signatory company may withdraw from this Agreement by notice in writing to AF. Such withdrawal will become effective sixty (60) days after receipt of such notice except as to cases then pending before arbitration panels. The effective date of withdrawal as to such pending cases shall be upon final compliance with the finding of the arbitration panel on those cases.

IN WITNESS WHEREOF, I have hereunto set my hand on the _____ day of _____, 20_____.

(Please check one)

Group/Company* _____ Insurer Self-Insured

Signature _____ Title _____

Print Name _____ Telephone No. _____

Address _____

City/State/Zip _____ Email _____

**If signing for group, please list companies signatory to this agreement below.*

Please return completed Agreement to:

membership@arbfile.org or Arbitration Forums, Inc., 3820 Northdale Boulevard, Suite 115, Tampa, FL 33624