

Post-Decision Inquiry (PDI) Qualifications

Per the various arbitration Agreements, a decision by an arbitrator is, “**final and binding without the right to rehearing or appeal.**”

It is acceptable to submit a PDI when you discover:	
✓	The arbitrator made a mathematical error(s).
✓	The arbitrator switched the parties when recording the liability decision.
✓	The arbitrator referred to the lack of a specific evidence item(s) that was listed in the filing.
✓	The arbitrator applied a state regulation or statute from a state other than the loss state.
✓	The arbitrator misapplied a rule or procedure.

You should not submit a PDI when you:	
✗	Notice the arbitrator did not comment on a particular piece of evidence. (Submitting a reason of “missed evidence” by the arbitrator does not qualify for a PDI.)
✗	Disagree with the decision regarding liability or damages.
✗	Believe the arbitrator misunderstood the facts or misread the evidence.
✗	Want further explanation.
✗	Failed to submit a specific evidence item or attach evidence.
✗	Failed to raise Prior Payments in the Prior Payment field.
✗	Failed to raise an exclusion in the filing, <i>other than no liability policy in effect, denial of coverage, policy limits, or liability deductible/SIR per Rule 3-9.</i>
✗	Failed to support Prior Payments as cashed, cleared, or paid at the time of evidence submission/filing.

Rule 4-2

PDI's must be submitted within **30 days** from the published decision date. It is Arbitration Forums, Inc. (AF)'s sole discretion whether there was a correctable error made by the arbitrator or AF. Please see the [AF Rules](#) for further explanation. Correctable errors include clerical and jurisdictional errors. A **clerical error** is a mistake made by AF staff or the arbitrator(s). Examples of an AF staff error include not providing proper notice of filing or not assigning a requested three-person panel.

A **jurisdictional error** occurs when an arbitrator fails to rule on an Affirmative Defense/Exclusion, asserts an Affirmative Defense/Exclusion that was not pled by a party, renders a decision on an issue not in dispute or over which arbitration lacks jurisdiction, or improperly dismisses a case for lack of jurisdiction where jurisdiction exists.

Rule 3-9

When there is an exclusion of *no liability policy in effect, denial of coverage, policy limits, or liability deductible/SIR*, members have **60 days** from the date of the published decision to raise and support it. Please see the [AF Rules](#) for further explanation.