

INTERNATIONAL RECIPROCAL AUTOMOBILE ARBITRATION AGREEMENT

WHEREAS, the principle of arbitration in inter-company disputes has been endorsed by the signatories (hereinafter referred to as Members) to the Arbitration Forums, Inc. Automobile Subrogation Arbitration Agreement and the Canadian Insurance Claims Managers' Association Inter-Company Arbitration Agreement; and

The undersigned is a member to either or both of said Agreements; and

It is the object of the Members of this International Reciprocal Arbitration Agreement to promote this principle of arbitration; and

THEREFORE, the undersigned hereby accepts and binds itself to the following Articles of Agreement:

ARTICLE FIRST

Members are bound to forego litigation and in place thereof submit to arbitration any dispute covered under their respective agreement, as if they are members of the agreement of the country in which the loss occurred, to include:

- (a) Canada which is within the jurisdiction of the Canadian Inter-Company Arbitration Agreement, or
- (b) The United States which is within the jurisdiction of the Arbitration Forums' Automobile Subrogation Arbitration Agreement.

Parties are not bound to any individual Agreements (Forums) to which they are not Members.

ARTICLE SECOND

Arbitration under this Agreement will be held under and governed by the Articles and the Rules and Regulations of the Arbitration Agreement of the country in which the loss occurs, as if each party was signatory to that Agreement.

Members may, by mutual consent, transfer venue in a specific case to any arbitration facility existing under either Arbitration Forums, Inc. Automobile Subrogation Arbitration Agreement or the Canadian Insurance Claim Managers' Inter-Company Arbitration Agreement.

ARTICLE THIRD

This Agreement will not apply to any claim where a lawsuit was instituted prior to, and is pending at, the time this Agreement is signed.

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

ARTICLE FOURTH

Any substantive amendment to Arbitration Forums, Inc. Automobile Subrogation Arbitration Agreement or the Canadian Insurance Claim Managers' Association Inter-Company Arbitration Agreement will not be binding upon the members to this Agreement until the lapse of 90 calendar days following receipt of notice from the promulgating authority.

ARTICLE FIFTH

Any member may withdraw from this Agreement by notice in writing to AF, or the Canadian Insurance Claim Managers' Association, and such withdrawal will be effective 60 calendar 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 will be upon hearing or final disposition.

ARTICLE SIXTH

Participation under this Agreement is conditioned by membership in Arbitration Forums, Inc. Automobile Subrogation Arbitration Agreement or Canadian Insurance Claim Managers' Association Inter-Company Arbitration Agreement. Withdrawal from this Agreement does not constitute withdrawal from any other Arbitration Forums, Inc. Arbitration Agreement or Canadian Insurance Claim Managers' Arbitration Agreement.

ARTICLE SEVENTH

Notices of Hearing will be sent to all parties via First Class Mail or an AF approved electronic data interchange system.

IN WITNESS WHEREOF, I have signed this agreement 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