Special Arbitration Agreement

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

Article First
Compulsory Provisions

Upon **settlement*** of a claim or suit, signatory companies must submit any unresolved disputes to Arbitration Forums, Incorporated (herein after referred to as AF) where:

(a) each has issued a policy of **casualty insurance** covering, or as a **self-insured** covers, one or more parties asserted to be legally liable for an accident, occurrence or event out of which a claim or suit arises; or
(b) each has issued separate policies of property or **casualty 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 or third party claim or suit for bodily injury or property damage arises; or
(c) a workers compensation carrier or a **self-insured** seeks to recover reimbursement of workers compensation benefits from an alleged tortfeasor.

*In order to facilitate the prompt settlement of the claim or suit at issue, it is strongly recommended that each company contribute equally to the **settlement**. The **settlement** of a case is made without prejudice to any party participating in the **settlement**. The amount of such **settlement** shall not be at issue unless specifically plead by one of the parties to the arbitration proceeding.

Article Second
Exclusions

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

(a) A company is not a signatory company nor has given **written consent**
(b) it 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, a company may agree to accept an award not to exceed policy limits; or
(e) it has asserted a **denial of coverage** to the party or parties seeking coverage under the policy for the claim or suit otherwise subject to arbitration; or
(f) under the **casualty insurance** coverage, by the terms of the policy contract, **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 except when allowed under the Procedure section of the rules. 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. 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) prior to settlement, or
(b) that exceeds this forums' monetary limit, or
(c) where a non-signatory wishes to participate, or
(d) not included in this or any other existing Agreement.

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 and provide for the selection and appointment of arbitrators;
(d) establish fees;
(e) invite other insurance carriers, **noninsurers, self-insureds**, or commercial insureds with large retentions 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, AF employees as well as the arbitrators 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.

Article Sixth
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:
Arbitration Forums, Inc., 3820 Northdale Boulevard, Suite 200A, Tampa, FL 33624

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