



New York Motor Vehicle No-Fault Insurance Law Arbitration Request Form

Please clearly complete all applicable sections of this form and submit it electronically at <https://nysinsurance.adr.org/simplefile> or by mail to the American Arbitration Association, 32 Old Slip, 33rd FL, New York, NY 10005, along with a \$40.00 filing fee. If filing electronically, please use Quick Pay <https://apps.adr.org/PCIPayment/faces/NYSIHome.jsf> to pay the filing fee. For additional information regarding arbitration regulations, please visit the Department of Financial Services (DFS) website <https://www.dfs.ny.gov>.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

The undersigned affirms and certifies as true under the penalty of perjury that this filing is being made in good faith and that upon information, belief and reasonable inquiry the documents being submitted herewith are not fraudulent and that exact copies of all documents provided herewith have been mailed to the insurer against whom the arbitration is being requested. Unless disclosed with this submission, the disputed amounts remain unpaid to the applicant by any payor and there has been no other filing of an arbitration request or lawsuit to resolve the disputed matters contained in this submission.

FILING PARTY DETAILS (Please place an "X" within the box to indicate your answer.)

Filed by An Applicant Attorney?	Yes	No
Applicant file number:	_____	
Name of entity:	_____	
Address:	_____	
City:	_____	
State:	_____	
Zip code:	_____	
Telephone number:	_____	
Email:	_____	
Signature:	<div style="border: 1px solid black; width: 400px; height: 30px;"></div>	

Date: Please fill out date in XX/XX/XXXX format.

APPLICANT DETAILS (Please place an "X" within the box to indicate your answer.)

Select the Applicant for Benefits:	Medical Provider	Injured Party
Name of Applicant:	_____	
Address:	_____	
City:	_____	
State:	_____	
Zip code:	_____	
Telephone number:	_____	
Email:	_____	
Name of injured party:	_____	

**To list additional injured parties, medical providers, insurers, and/or claims in dispute, please use the supplemental form on pages 5-9.*

Please indicate the number of supplemental pages included in your submission: Please indicate number, if none leave as "0."



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INSURER/SELF INSURER

Name of entity:
Address:
City:
State:
Zip code:
Telephone number:
Email:
Claim Number:
Policy Number:

THIRD-PARTY ADMINISTRATOR (Please place an "X" within the box to indicate your answer.)

Is there a third-party administrator? Yes No (If no, proceed to ACCIDENT DETAILS.)
Name of Entity:
Contact Information:

Every attempt should be made to resolve this claim with the insurer prior to filing for arbitration.

When was the insurer last contacted? Please fill out date in XX/XX/XXXX format.
Name and title of the person contacted (the last date of contact must be within 90 days):

ACCIDENT DETAILS (Please place an "X" within the box to indicate your answer.)

Did the accident occur in New York State? Yes No
Date of accident: Please fill out date in XX/XX/XXXX format.

REQUESTS FOR SPECIAL HANDLING (Please place an "X" within the box to indicate your answer.)

Written Submissions Arbitration: Pursuant to 11 NYCRR 65-4.5 (a), an arbitrator has the discretion to consider parties' claims on the basis of written submissions where the amount in dispute is less than \$2,000. Are you interested in having this case decided by the arbitrator entirely on the written submissions without an in-person hearing?

Yes No

Are you interested in having a telephone hearing of this case, instead of an in-person hearing?

Yes No

Priority Arbitration (90-day): Pursuant to 11 NYCRR 65-4.5 (i) (2), a party may elect Priority Arbitration where the request for arbitration is made within 90 days after either receipt of a denial of claim or the claim became overdue, for EACH claim in dispute. A file that qualifies for Priority Arbitration is scheduled within 45 days from the date of transmittal from the conciliation center. Are you filing within 90 days after each claim in dispute was denied or became overdue and electing Priority Arbitration?

Yes No

Special Expedited Arbitration (Late Notice): Pursuant to 11 NYCRR 65-4.5 (b), Special Expedited Arbitration proceedings are available for cases denied based on failure to submit notice of claim within 30 days after the accident. You must request Special Expedited Arbitration within 30 days after the mailing of the denial to qualify.

Was the denial of claim based on late notice to the carrier? Yes No

If yes, are you requesting Special Expedited Arbitration? Yes No



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CLAIM(S) IN DISPUTE CONTINUED (Please check all that apply by placing an "X" within the boxes.)

Loss of Earnings

INJURED PARTY	FROM	TO	GROSS EARNING PER MONTH	AMOUNT CLAIMED	DATE CLAIM MADE
TOTAL					

Other Necessary Expenses

INJURED PARTY	TYPE OF EXPENSE CLAIMED	AMOUNT CLAIMED	AMOUNT IN DISPUTE	DATE INCURRED	DATE MAILED
TOTAL					

Death Benefit

INJURED PARTY	DATE DEATH CERTIFICATE WAS MAILED TO INSURER

Interest

INJURED PARTY	BILL PAID LATE	AMOUNT OF BILL	DATE MAILED TO INSURER	WAS VERIFICATION REQUESTED?		DATE PAID BY INSURER
				YES/NO	DATE SUPPLIED	

Attorney's Fee



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AAA Form AR1—Supplemental Information (If applicable, include this page with your filing.)

Parties in Dispute: *Please continue from page 1 and 2*

APPLICANT DETAILS

Name of Applicant: _____

Address: _____

City: _____

State: _____

Zip code: _____

Telephone number: _____

Email: _____

Name of injured party: _____

APPLICANT DETAILS

Name of Applicant: _____

Address: _____

City: _____

State: _____

Zip code: _____

Telephone number: _____

Email: _____

Name of injured party: _____

INSURER/SELF INSURER

Name of entity: _____

Address: _____

City: _____

State: _____

Zip code: _____

Telephone number: _____

Email: _____

Claim Number: _____

Policy Number: _____



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AAA Form AR1—Supplemental Information (If applicable, include this page with your filing.)

Parties in Dispute (Continued):

INSURER/SELF INSURER

Name of entity: _____

Address: _____

City: _____

State: _____

Zip code: _____

Telephone number: _____

Email: _____

Claim Number: _____

Policy Number: _____

ADDITIONAL INJURED PARTY/PARTIES

Name: _____

Claim Number: _____

Name: _____

Claim Number: _____

Name: _____

Claim Number: _____

Name: _____

Claim Number: _____

Name: _____

Claim Number: _____

Name: _____

Claim Number: _____



Dispute Resolution – New York No-Fault Arbitration

Any applicant or respondent to a No-Fault arbitration under 11 CRR-NY 65-4 agrees that any dispute they may have with the designated administrator, American Arbitration Association (“AAA”), over monies or fees due or owed to the AAA by the applicant or respondent for the administration of an arbitration(s) under 11 CRR-NY 65-4-5 will be subject to dispute resolution pursuant to this clause. This agreement to arbitrate is intended to be narrow and is not intended to be used to arbitrate any other disputes arising out of the No-Fault arbitration process.

If the AAA and the applicant or respondent are unable to resolve their dispute by negotiation, the parties agree that the dispute shall be resolved by arbitration before a single arbitrator in New York, New York.

The Arbitration shall be conducted pursuant to the American Arbitration Association’s (“AAA”) Commercial Arbitration Rules (“Rules”), but shall not be administered by the AAA. Any and all determinations normally made by the AAA under the Rules shall instead be made by the appointed arbitrator. Under no circumstances shall any party to this Agreement be responsible for the payment of any administrative fees to the AAA in connection with the dispute resolution procedures of this Agreement. The parties shall first attempt to identify a mutually acceptable arbitrator. However, if the parties are unable to identify a mutually acceptable arbitrator within twenty (20) days after service of the demand for arbitration upon all of the parties to the Dispute, then either party may request that the arbitrator be appointed by the president of the New York City Bar Association.

The place of the arbitration shall be New York State, and the arbitration shall be governed by the laws of New York State.

The arbitration shall be resolved by the submission of documents, and there shall be no in-person, oral, or remote hearing unless the arbitrator deems it necessary. Upon a party’s written request, each party will promptly provide the other party with copies of all relevant documents. No other discovery shall be permitted.

The award shall be made within six (6) months of the service of a demand for arbitration, and the arbitrator shall agree to comply with this time schedule before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties.

The award shall be limited to monetary damages and interest. The arbitrator shall not have the authority to award punitive damages, treble damages, injunctive relief, or any other non-monetary remedy.

Each party shall bear its own costs and an equal share of any administrative and arbitral costs of the arbitration.

This agreement shall be governed and interpreted in accordance with the laws of the State of New York. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.