Total Recovery Solution® (TRS®) Navigation Guide for Arbitrators

November 2024

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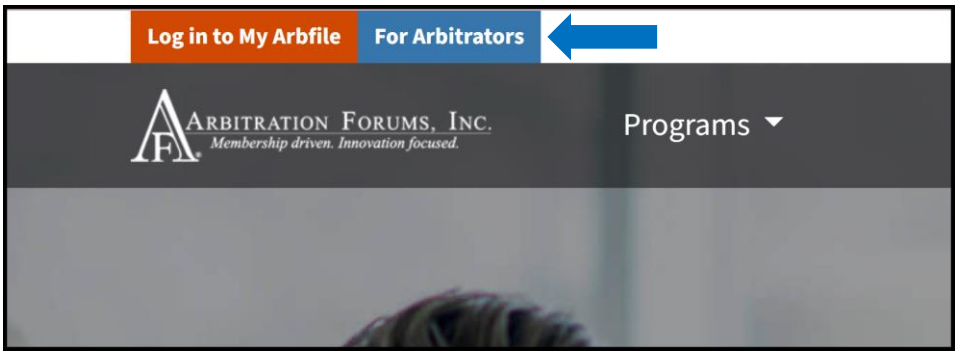
TRS Glossary of Terms

Term	Description
Adverse Party	The party from whom you are seeking to recover damages.
Attached Evidence	The collection of all the evidence items attached to a section of the case (*Liability Arguments, Damages, Jurisdictional Exclusions, etc.*).
Case	A collection of liability arguments and damages for a set of parties involved in the occurrence.
Case ID	The numeric identifier for a collection of recovery and response submissions that belong together (i.e., under the same liability decision).
Coverage	The scope of protection provided under an insurance policy under which a company has paid a claim.
Discontinued	Status of an occurrence when no further activity is allowed but the occurrence information is still searchable and viewable to the parties.
Evidence Attachment	An evidence item that the party has inserted into the damages or liability section to support specific arguments. Arbitrators are required to comment on any evidence linked in the *Liability Arguments* section.
Extension	A postponement of the response due date by a Responding Party to prepare and submit its response. A Responding Party may request only one extension; a fee is incurred.
Feature	A set of damages for a claim. For Automobile Collision and Comprehensive/OTC damages, a feature is identified by the vehicle year, make, and model.
Filing ID	The numeric identifier for a decision on a case.

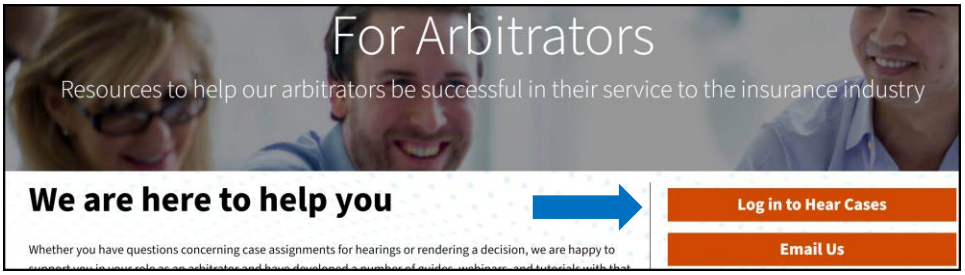
Insert Evidence Attachment	An option to link evidence within your liability argument. Arbitrators must comment on all inserted evidence.
Jurisdictional Exclusion	Argument that does not address dispute itself, but rather raises an objection to compulsory arbitration's jurisdiction.
Occurrence	An event that results in an insured loss.
Placeholder	An indicator for known evidence that is not available during the initial entry and is identified in the case. The evidence must be uploaded to the placeholder prior to submission.
Revisit/Rebut	Allows a party to address issues raised by the Adverse Party regarding damages, jurisdictional exclusions, newly impleaded parties, and policy limits.
Void Decision	Removes a decision from a case. Voiding a liability decision will discontinue the occurrence.
Withdraw	To remove a feature from arbitration prior to hearing. This may be done because the damages have been settled, the wrong company was named, the responding company denied coverage, or the policy has a liability deductible or a self-insured retention; or it is discovered that the case does not qualify for TRS.

Accessing TRS

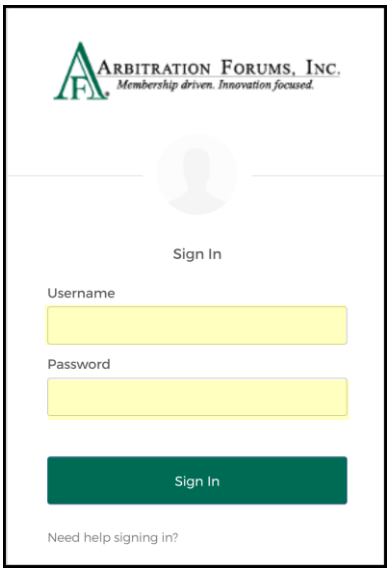
To login as arbitrator, select the tab labeled **For Arbitrators.**



Next, select the **Login to Hear Cases** (orange tab).



Enter your arbitrator Username and Password.

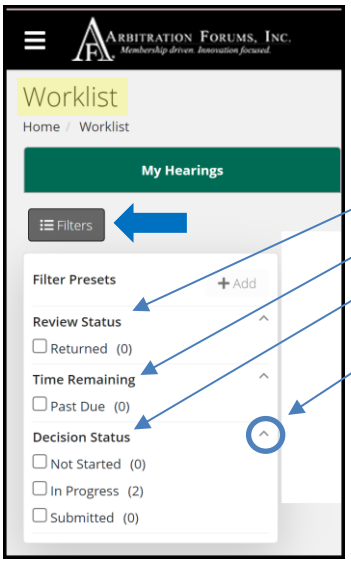


After logging in, select **TRS Arbitration**.

Once in TRS, go to the **My Hearings** tab.

TRS is intuitive. It will default to the location previously visited. To navigate to hearings, select the **My Hearings** tab.

From the arbitrator **Worklist,** a **Filters** tab is visible. This tab offers an easy way to filter down your search using the most important properties available. Arbitrators can close the **Filters** tab by clicking it once. Clicking it a second time will open it again.



Filters include:

- Review Status
- Time Remaining
- Decision Status

Filter options can be expanded or collapsed using the arrows found to the right of each section.

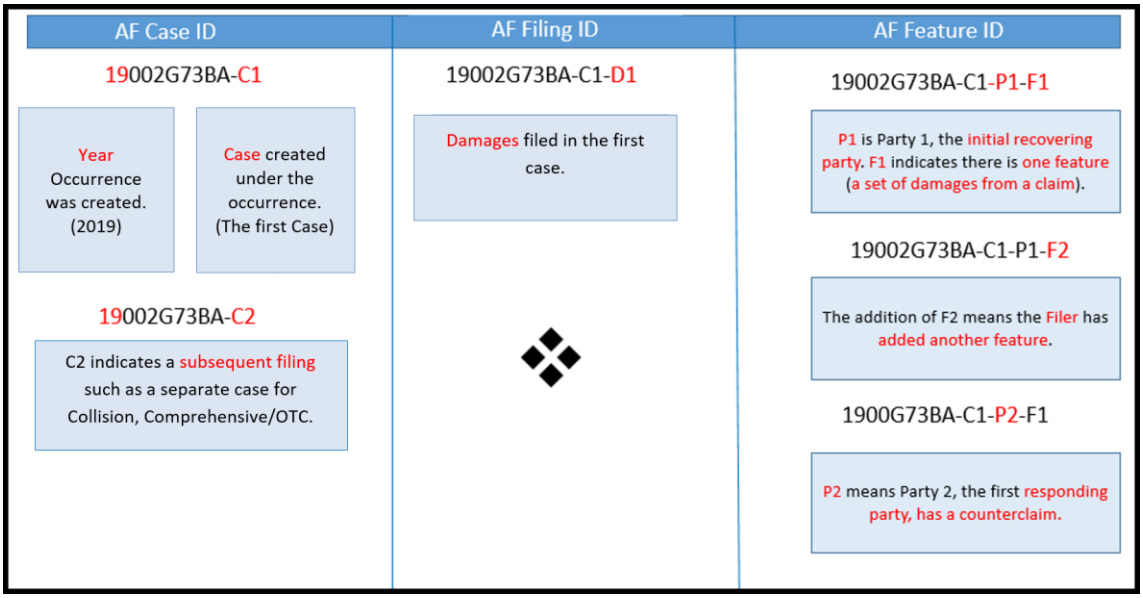
The arbitrator's **Worklist** is blank upon logging in (first-time users). Once a case is pulled from the queue, it will be visible in the section highlighted below.

Additional Worklist tabs include **Cases** and **My Support Inquires**.

The **Cases** tab is to reference cases filed and/or responded to in TRS by your company.

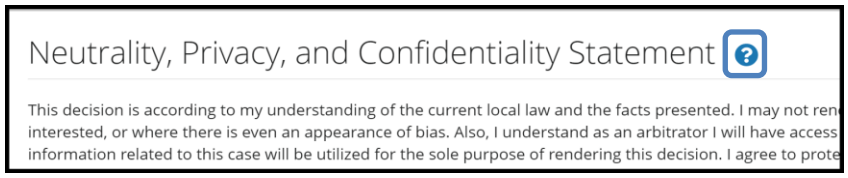
My Support Inquiries tab shows cases with pending questions.

Identifying Characters of a TRS Case ID Number

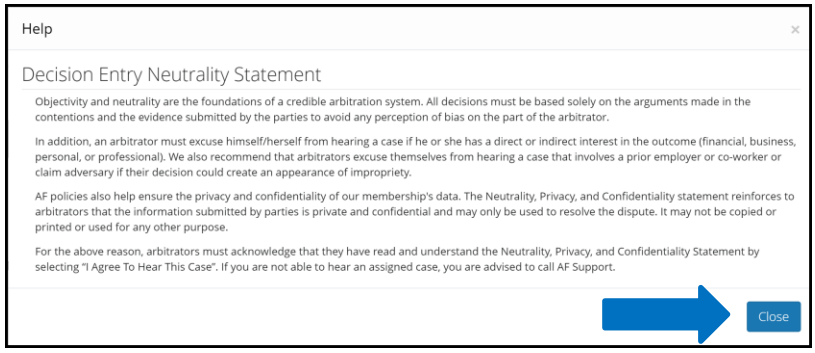


Help Text

Help Text provides additional assistance in completing each workflow step. To access Help Text, select the blue question mark and a pop-up text will appear.

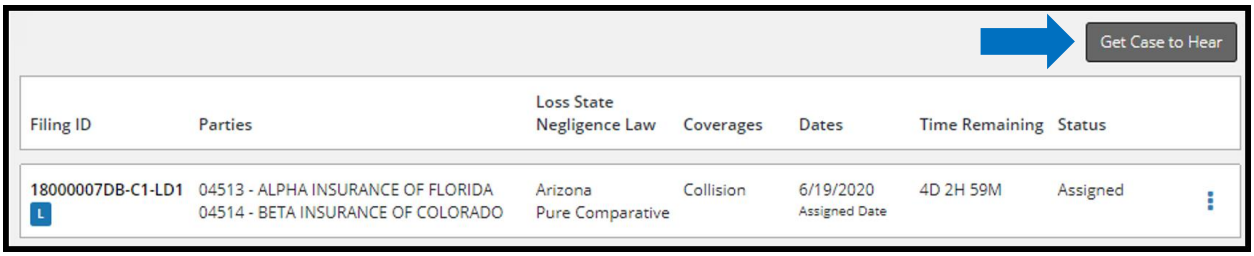


Select the **Close** tab to close the text window.



Get Cases to Hear

To retrieve a case to hear, select **Get Case to Hear**.

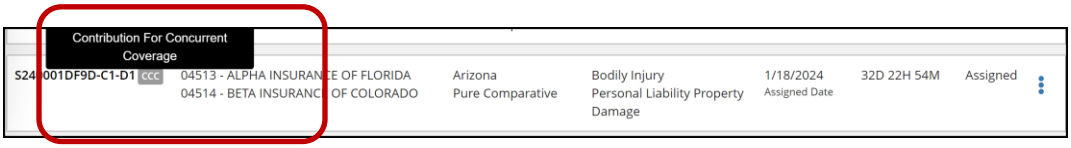


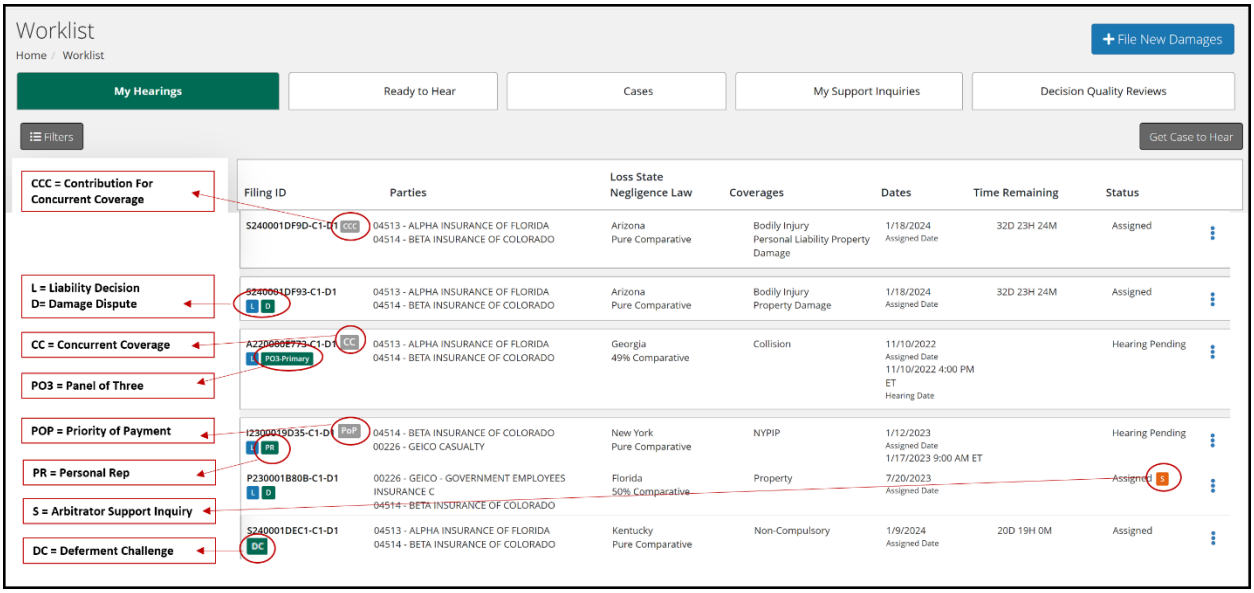
If this tab is not visible, contact arbitrator@arbfile.org. Your arbitrator profile form requires activation in the system pending arbitrator onboarding and testing results.

Cases are assigned based on the criteria identifed from the arbitrator's profile form.

To manage your caseload, hear one case at a time. This will ensure cases are heard by the due date and reduce cycle time.

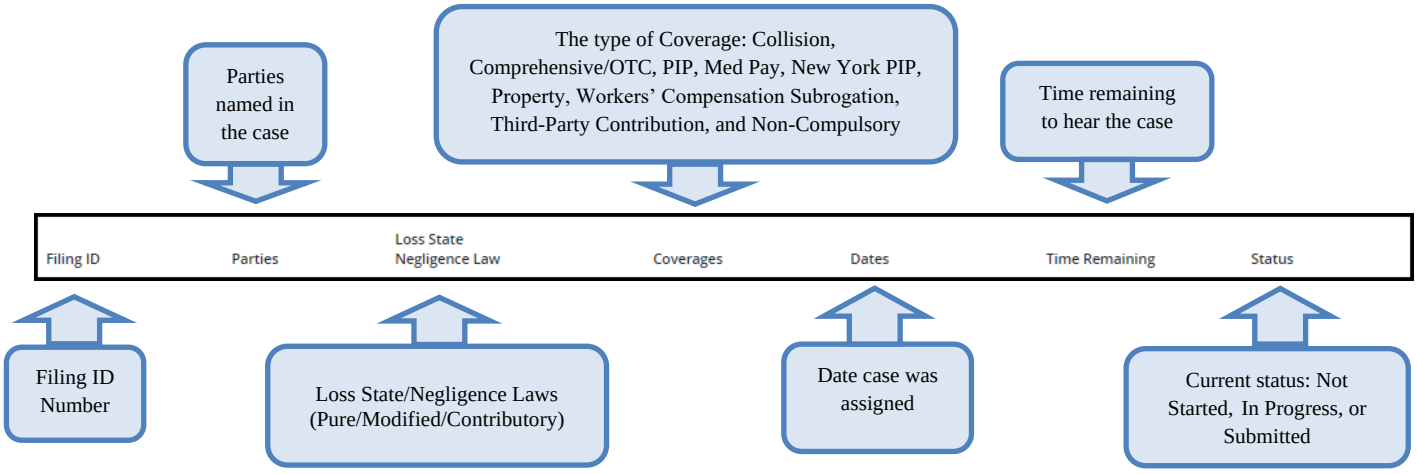
Cases will display various badges based on dispute type. Hovering over the badge reveals the type of dispute.



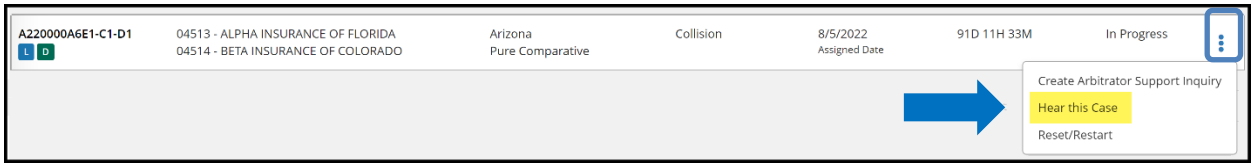


For **Damage Dispute** arbitrators, "L" will appear when liability is disputed or when liability is not disputed, but the responder has not specifically entered 100 percent in the **Admitted Liability** field.

Case identifiers include:



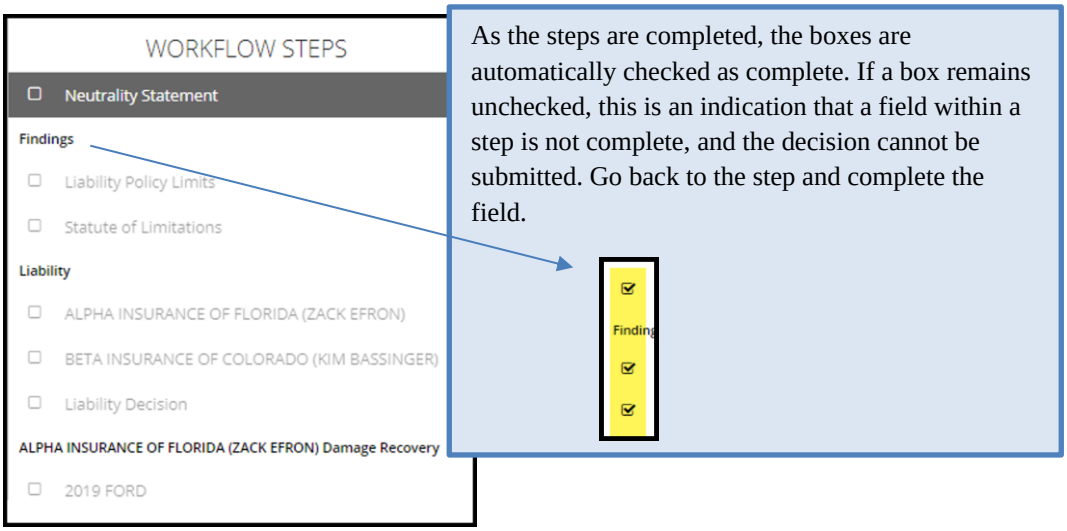
Select the blue ellipsis and **Hear this Case** from the following drop-down menu.



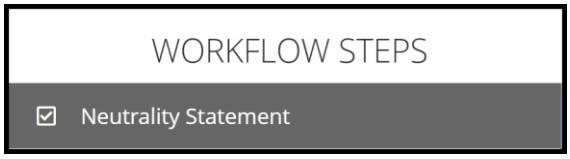
After selecting **Hear this Case**, arbitrators are taken to the case **Workflow Steps**.

Workflow Steps

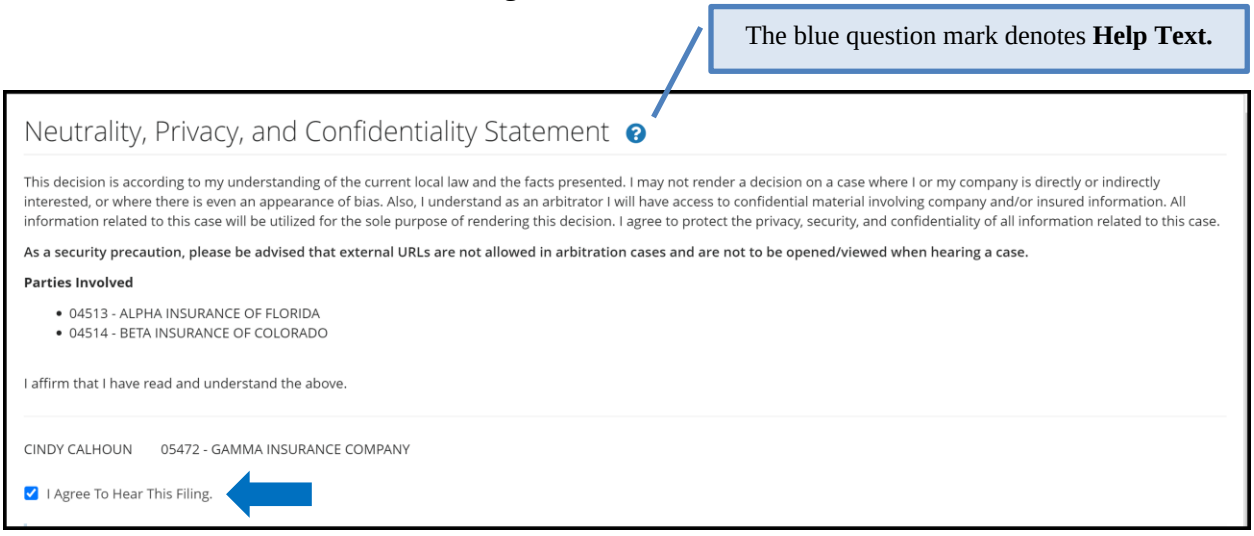
Workflow Steps (found on the left side of the page) are visible once the case is accessed. These steps help arbitrators navigate the online decision platform to successfully submit decisions.



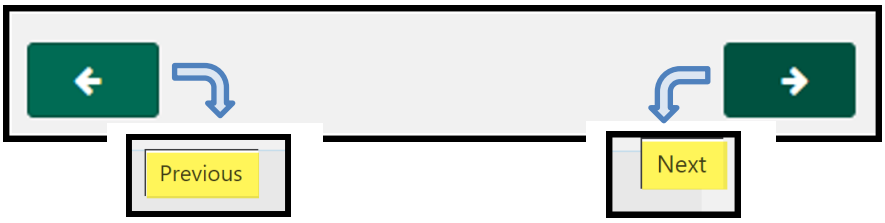
Neutrality, Privacy, and Confidentiality Statement



The first **Workflow Step** is the **Neutrality Statement.** Read and affirm your understanding of the statement. Then, check the box to agree.



Select the arrows at the bottom of each page to navigate through each **Workflow Step**.



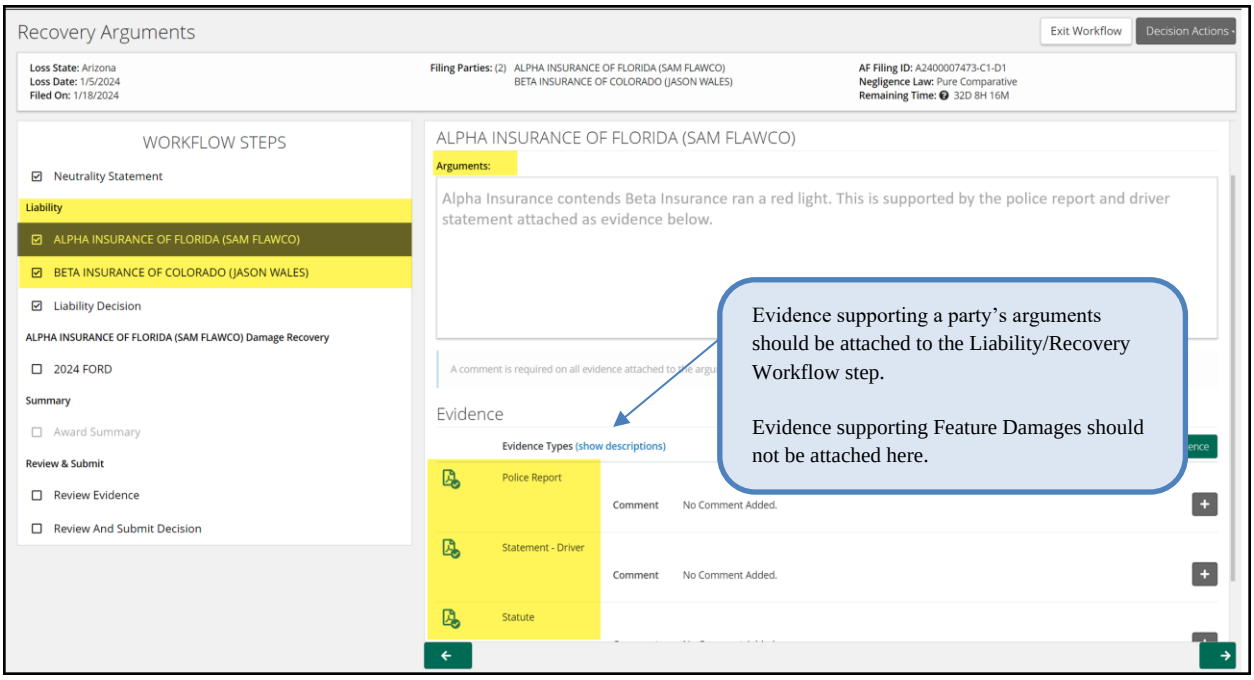
How to Review Evidence

Parties in arbitration should attach evidence to support their arguments/assertions.

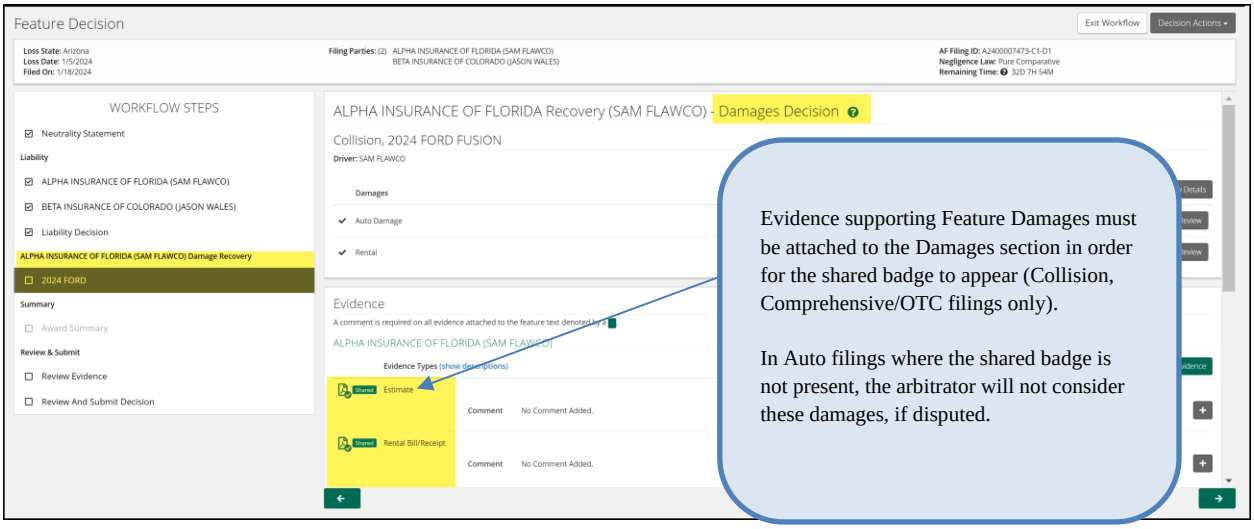
Evidence is typically attached to the relevant section within a Workflow Step (Liability/Damages) for arbitrator review and consideration.

For new Auto filings, attached evidence supporting feature damages sought will be viewable to the Responding Parties (Rule 2-1).

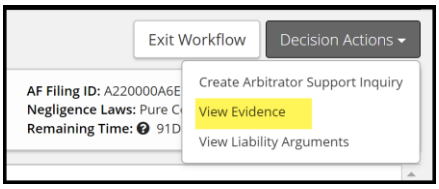
For new Auto filings, attached evidence supporting disputed damages will be viewable to the Recovering Party and other Responding Parties, if applicable (Rule 2-5).



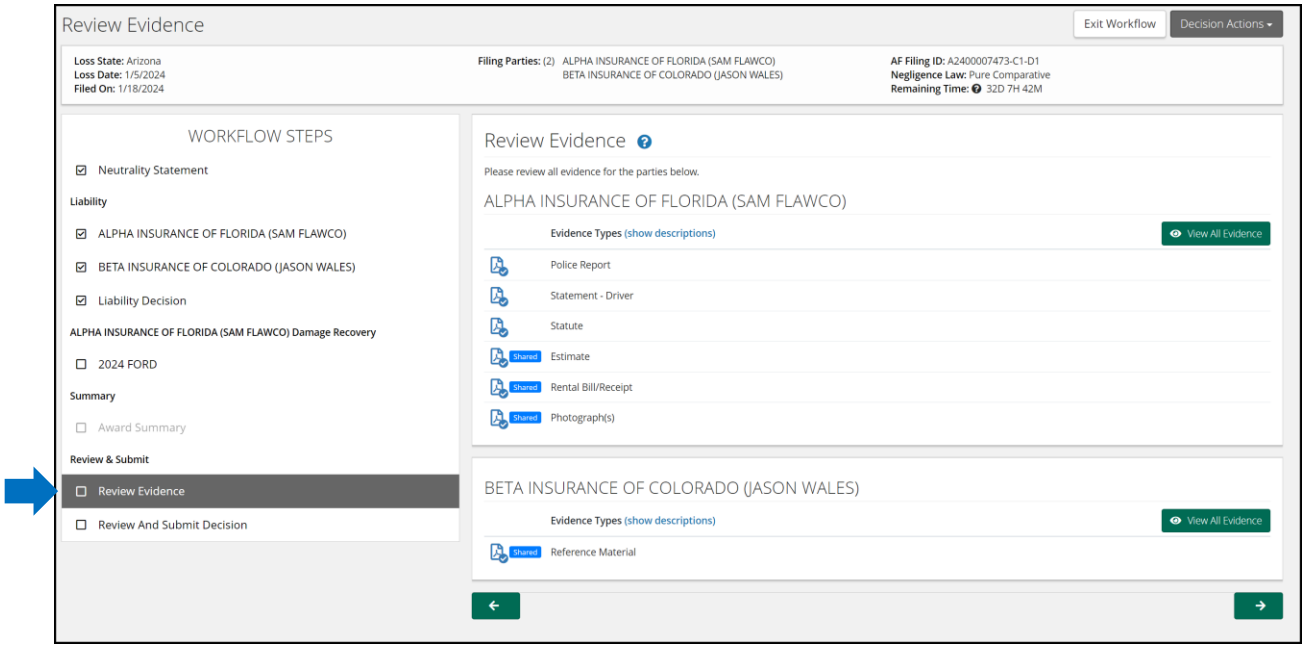
A shared badge (see below) indicates that evidence supporting Feature Damages has been attached to the appropriate section per Rule 2-1, 2-5, and 5-3. Viewable evidence applies only to Collision, Comprehensive/OTC filings.



Arbitrators can also view evidence in one location by selecting **Decision Actions** and **View Evidence** from the drop-down.

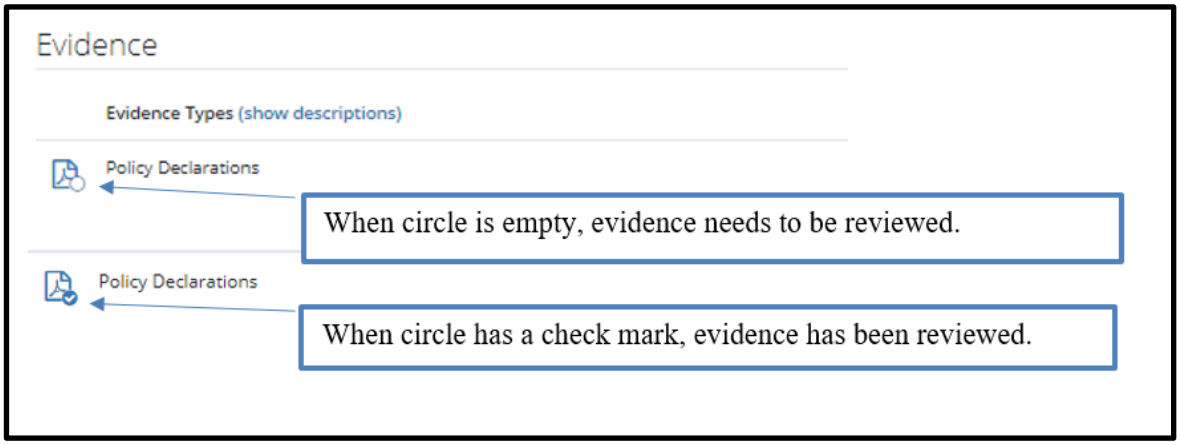


It can also be accessed by going to the **Review Evidence** section found in the **Workflow Steps**.



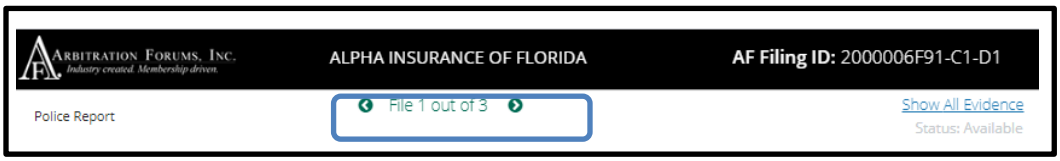
As arbitrator, you must review all evidence attached to the case.

This is achieved by selecting the **PDF icon** adjacent to the **Evidence Type**.



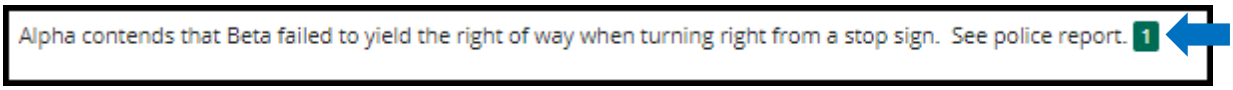
Selecting **View All Evidence** opens all evidence in that section at once.

When selecting **View All Evidence**, click the left or right arrow to scroll through each evidence item attached to the case.

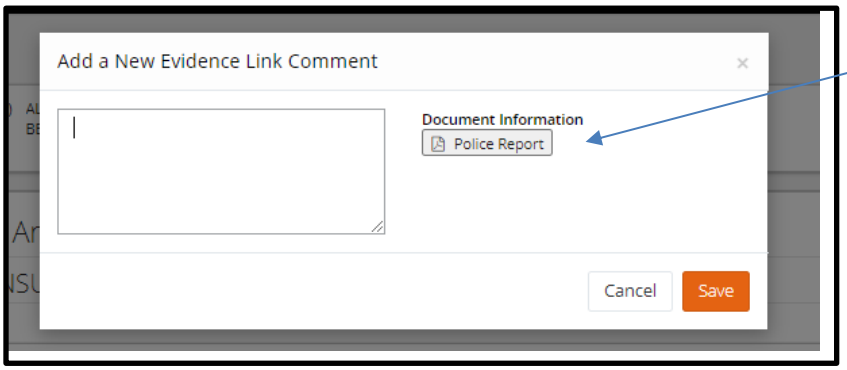


Hovering over the PDF icon reveals **View Document** or **Viewed** as the current status of the evidence item. Evidence must be in "Viewed" status before a decision can be submitted.

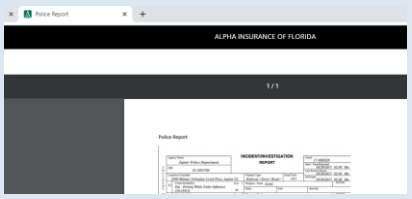
Evidence denoted with a green box can be viewed as shown above or by selecting the green box directly.



After selecting the green box, the following message will appear.



Clicking on the evidence item opens it for review.



Note: Evidence Sharing for Collision and Comprehensive/OTC Cases Only

For New Auto Filings

Attached evidence supporting feature damages sought are viewable to Responding Parties (Rule 2-1).

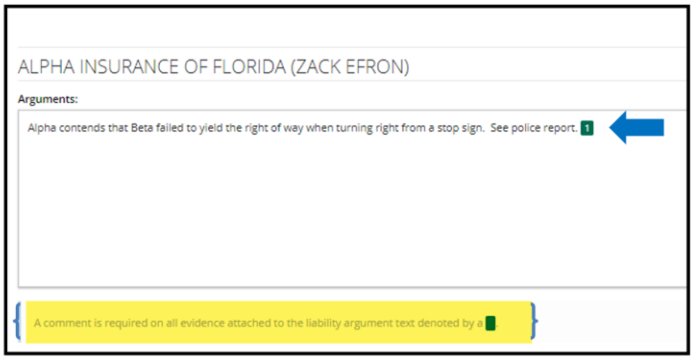
Attached evidence supporting disputed damages will be viewable to the Recovering Party and other Responding Parties (Rule 2-5).

Evidence submitted by the parties to support or dispute supplemental damages will be viewable by the parties.

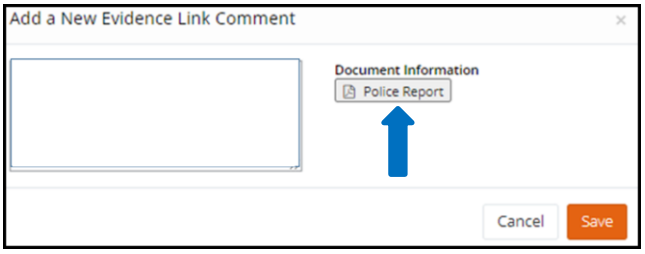
When raising a damage dispute, failure by the parties to attach supporting evidence to the feature damages sought or disputed damage sections may cause the arbitrator to not consider it.

Enter Comments

Evidence denoted with a green box **requires** a comment. If evidence is inserted into the liability/recovery arguments section, a green box will appear (see below). Select the green box that appears in this section.



The following pop-up will appear. Select the evidence to view it.



To learn how to view evidence, go to **How to Review Evidence** in this guide.

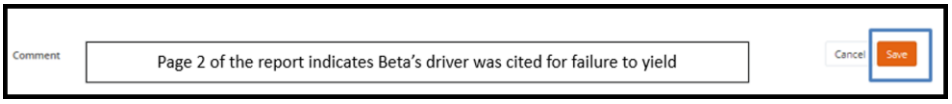
Once the evidence is viewed, enter comments in the field provided and select **Save**.

After saving the comment, a comment bubble appears.

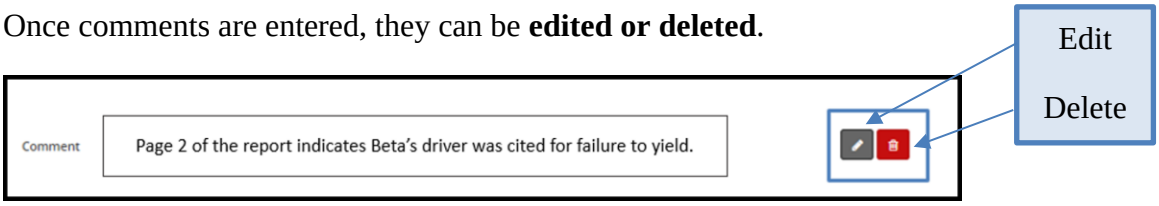
Comments can also be entered when evidence is attached to the **Evidence** section. To enter a comment, select the **+ icon.**

Comments should include "How and Why" the evidence proved or failed to prove the arguments raised.

Enter comments and select **Save**.



Once comments are entered, they can be **edited or deleted**.



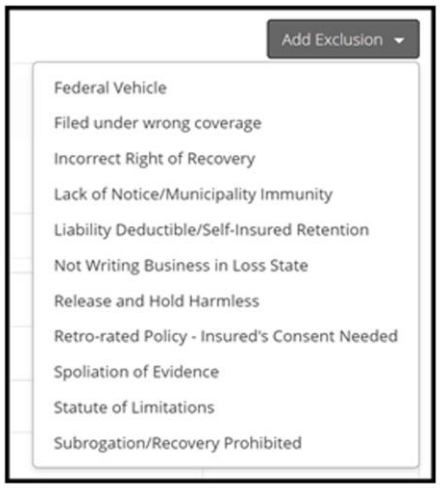
Findings/Jurisdictional Exclusions (JE)

Jurisdictional Exclusions (JE) are arguments that do not address the dispute itself, but rather raise an objection to compulsory arbitration's jurisdiction. This step allows the arbitrator to enter decisions on jurisdictional exclusions raised by Adverse Parties.

A case "in jurisdiction" means it **does meet** AF's compulsory agreements, and the arbitrator will hear the case and render an award.

A case "out of jurisdiction" means it does **not meet** AF's compulsory agreements, and the party raising the Jurisdictional Exclusion (JE) cannot have a decision rendered against them.

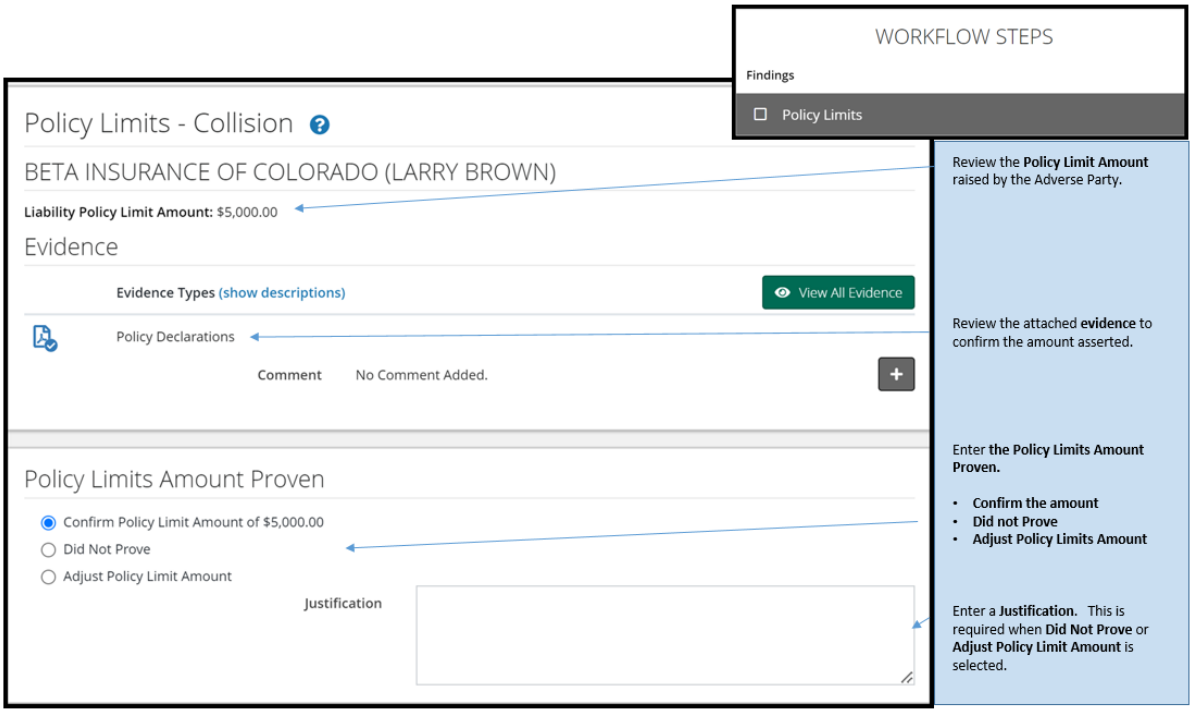
Jurisdictional Exclusions (JE) may vary depending on the coverage selected.



When hearing a case, Jurisdictional Exclusions will appear in the **Hearing Workflow Steps** as **Findings**.

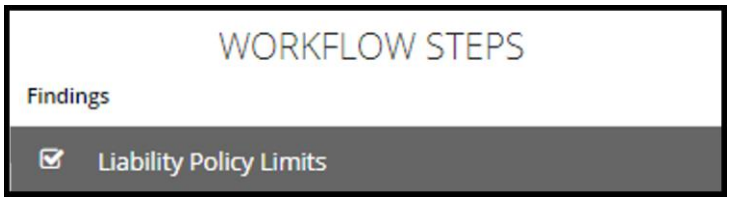
If policy limits are an issue, arbitrators will determine if they are proven, not proven, or need to be adjusted based on the evidence submitted.

This ensures awards do not exceed the stated policy limits **(does not apply to New York PIP)**.



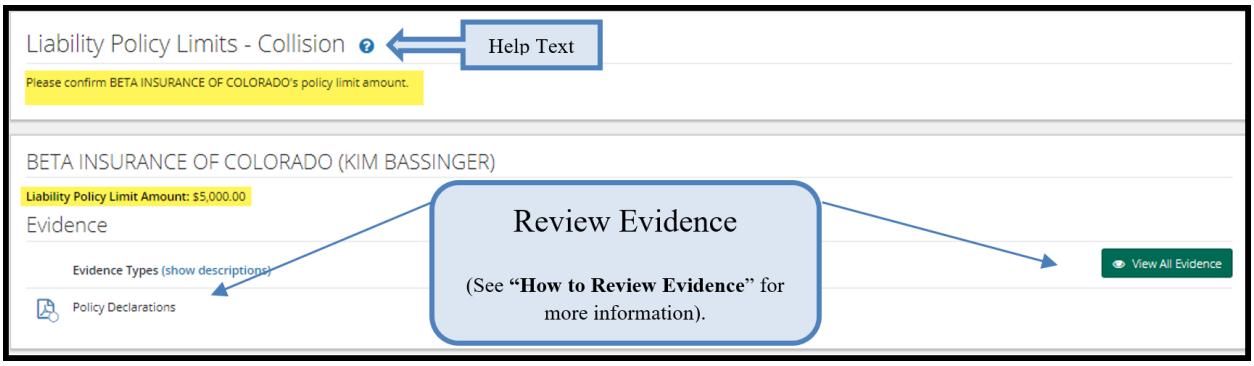
If other jurisdictional exclusions are raised, arbitrators will determine if the case is **in or out of jurisdiction** based on the evidence submitted. A justification is required.

Policy Limits (Does Not Apply to New York PIP)



When asserting policy limits or jurisdictional exclusions (JE), a new step titled "**Findings"** is viewable in the **Workflow Steps**. See **Jurisdictional Exclusions** for more information on this topic.

When reviewing a policy limits assertion, confirm the Adverse Party's policy limits amount by reviewing attached evidence.



After reviewing the evidence, confirm the **amount proven** for policy limits. There are three options.

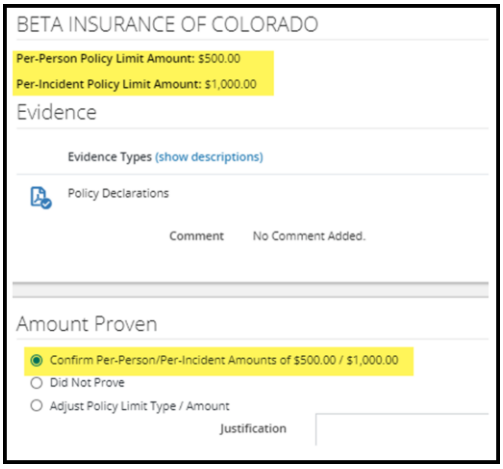
- Confirm Policy Limits Amount
- Did Not Prove
- Adjust Policy Limit Amount

When selecting **Confirm Policy Limits Amount**, select the radio button. No justification is needed.

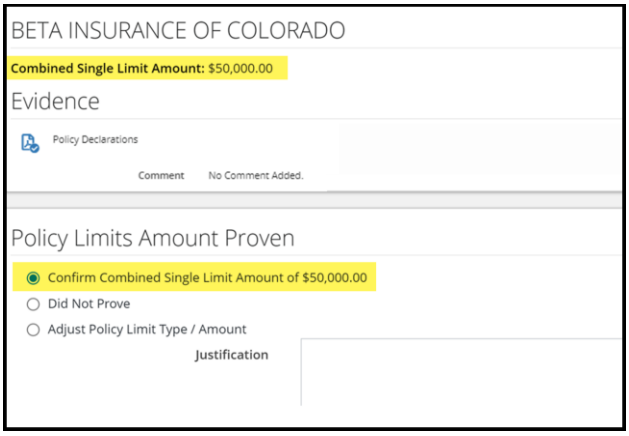
PIP/Med Pay and Third-Party Contribution Examples (Not including New York PIP)

PIP, Med Pay, or Third-Party Contribution cases have fields for the **Per-Person/Per-Incident** or **Combined Policy Limits** amounts to be entered.

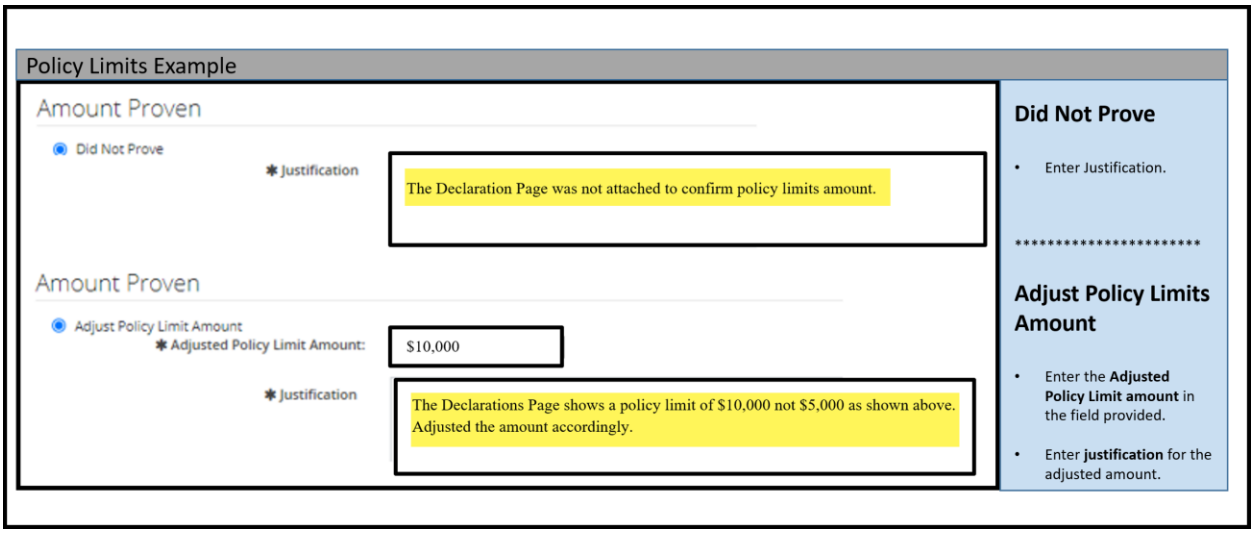
Per-Person/Per-Incident Policy Limits



Combined Single Policy Limits



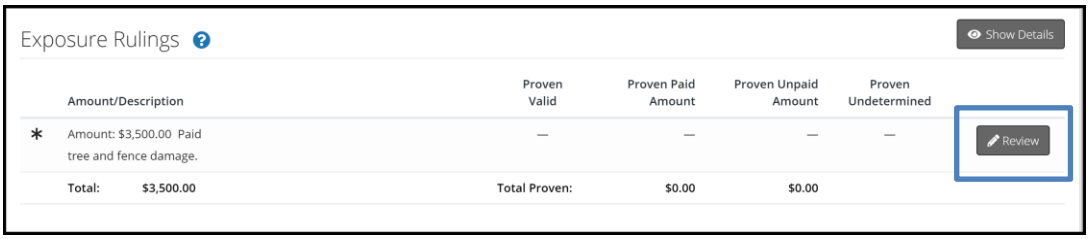
When selecting **Did Not Prove** or **Adjust Policy Limit Amount,** a justification is required. This is denoted by an asterisk. Enter the justification in the field provided.



Exposure Ruling Card (Does Not Apply to New York PIP)

When additional exposures are added, the **Exposure Ruling** section will appear. Arbitrators will select the **Review** tab and review the amounts and descriptions of each exposure before a ruling is made.

Based on your ruling, TRS will automatically deduct **proven valid** exposures from the proven policy limits to ensure awards do not exceed limits. See Policy Limit Worksheet for more information on how exposure rulings appear on the policy limits worksheet.

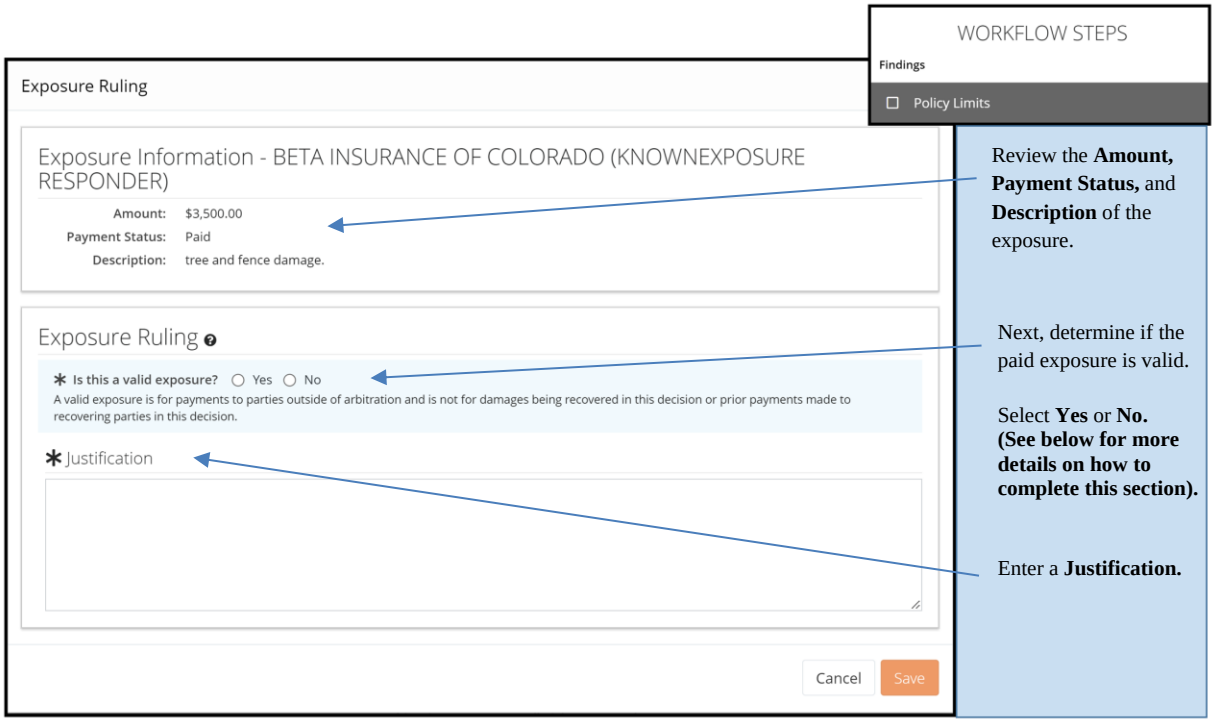


There are three types of exposures: Paid, Unpaid, or Undetermined.

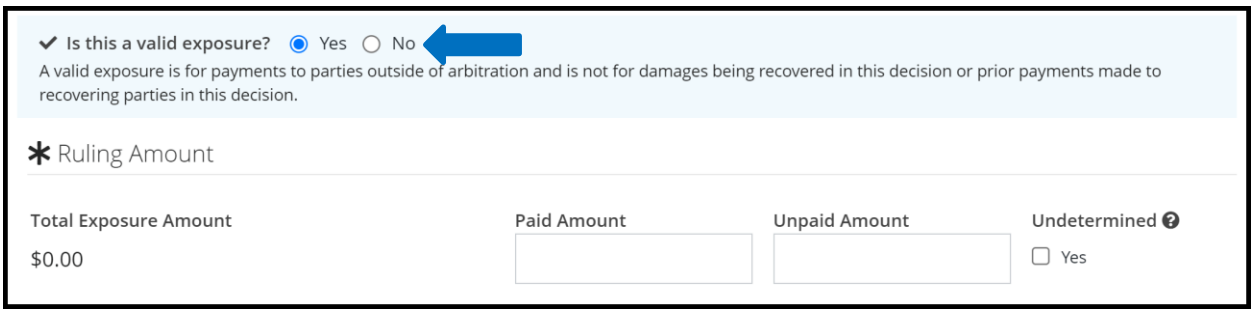
Paid Exposures – Proven paid exposures directly impact the policy limits available for the case. These exposures are automatically deducted from the proven policy limits available on the case and can cause a party to be marked as out of jurisdiction (OOJ) by the system. This occurs when the proven paid exposures exceed the policy limits available for the incident or the feature.

Unpaid Exposures – Unpaid exposures are exposures that have not been paid. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these unpaid exposures put a party or feature OOJ.

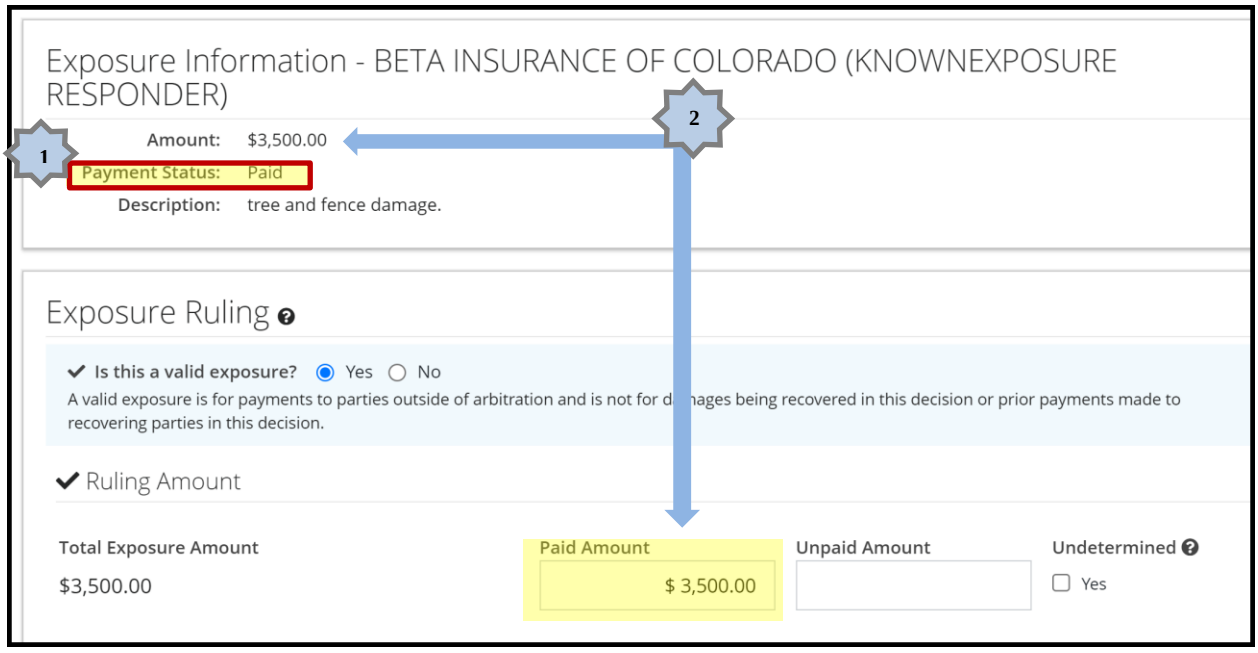
Undetermined Exposures – Undetermined exposures are exposures that have not been quantified. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these undetermined exposures put a party or feature OOJ.



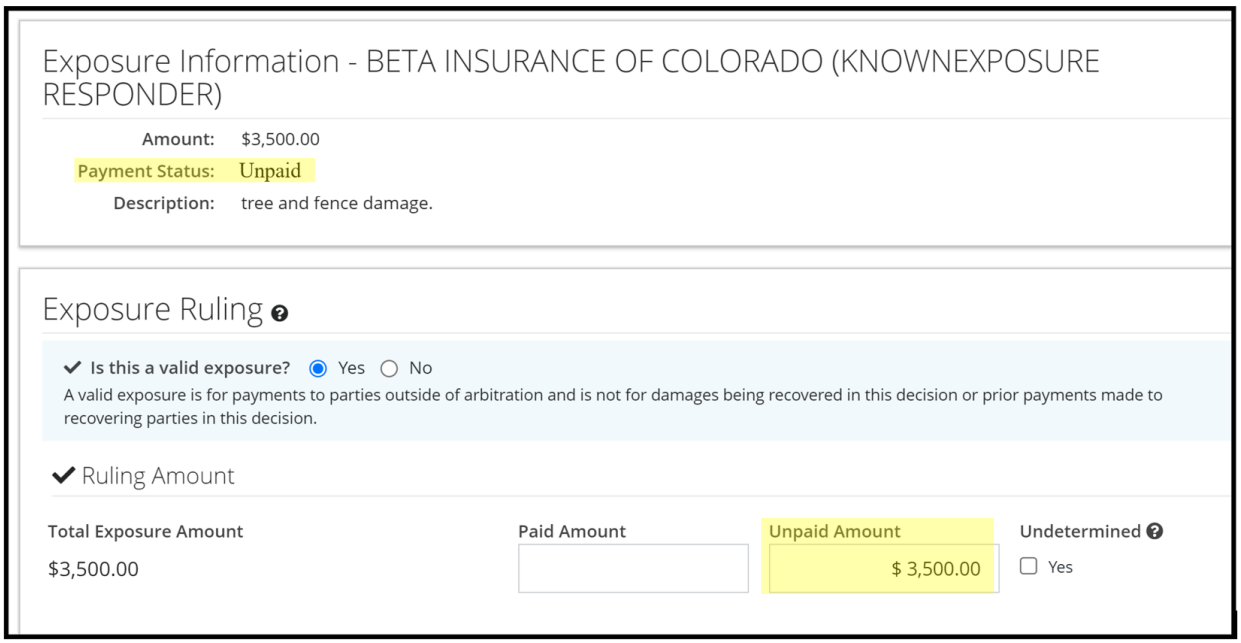
Select "**Yes"** if the stated exposure is for payments to parties outside of arbitration and not for damages being recovered in the current decision or for prior payments made to the Recovering Party in this decision.



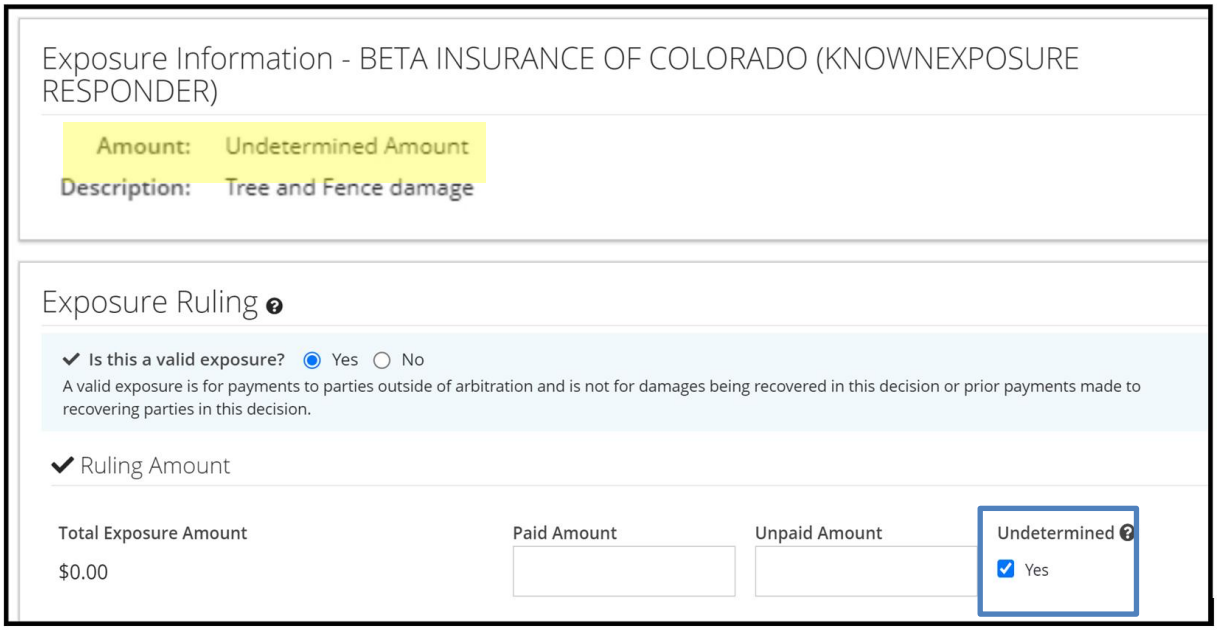
When **"Paid"** (1) is displayed for the **Payment Status**, arbitrators will enter the amount shown in the **Paid Amount** (2) field provided below. To review the explanation of a Paid Exposure type, refer to page 22 in this guide.



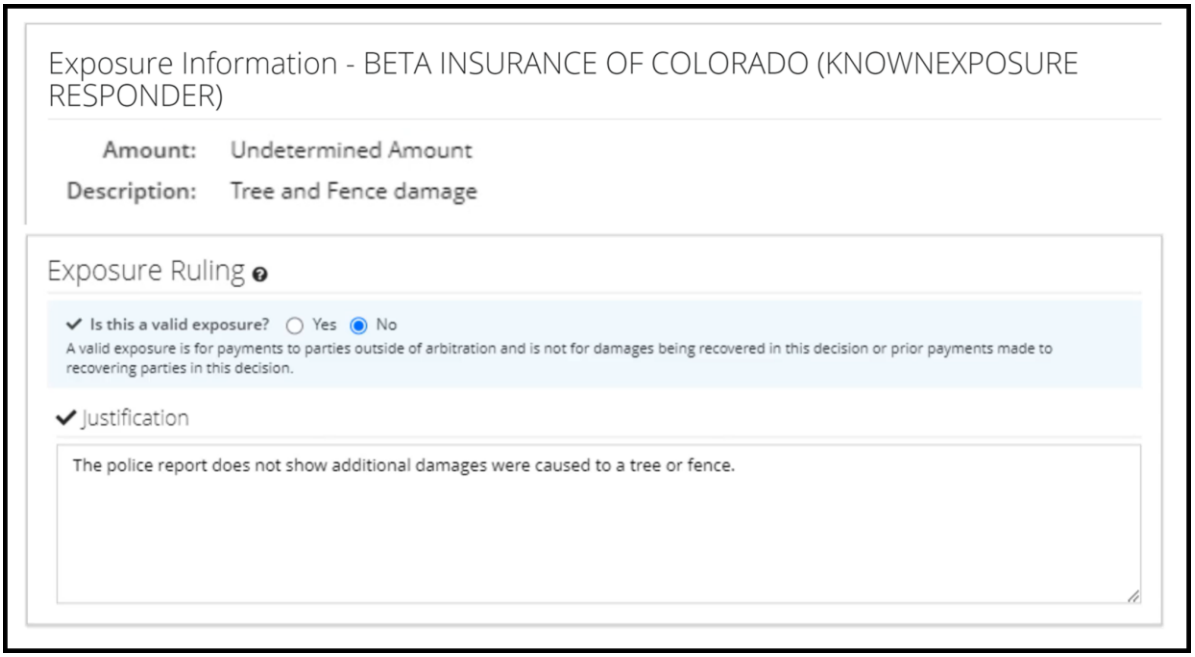
When "**Unpaid"** is displayed, enter the amount shown in the **Unpaid Amount** field provided. To review the explanation of an Unpaid Exposure type, refer to page 22 in this guide.



If the amount is **undetermined**, check the box titled "**Undetermined.**" To review the explanation of an Undetermined Exposure type, refer to page 22 in this guide.



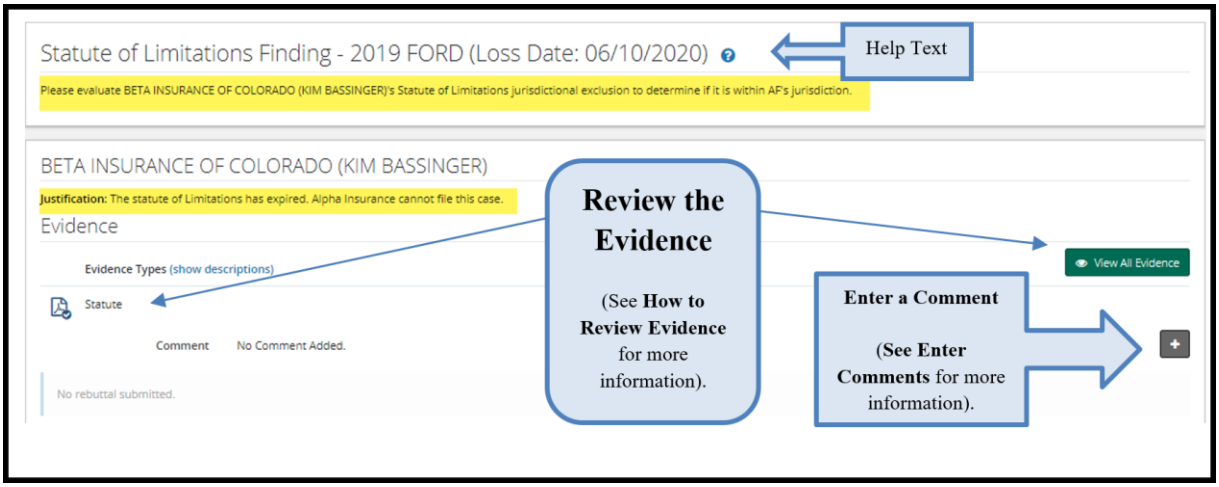
Select **No** when the evidence does not support the additional exposure, if the exposure is for payments to parties in the current arbitration or prior payments made to the Recovering Party in the current arbitration. Next, enter a **Justification** for your ruling.



Statute of Limitations

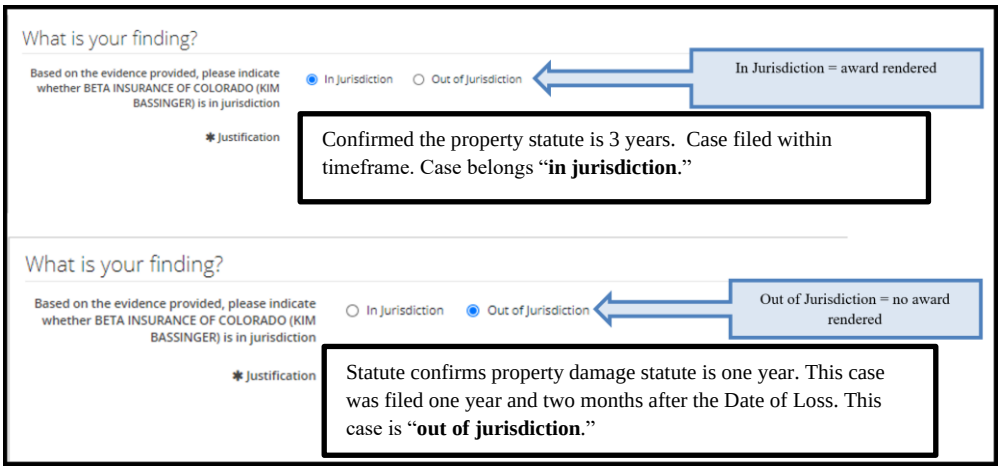
If other jurisdictional exclusions are raised other than policy limits, arbitrators will determine if the case is **in jurisdiction** or **out of jurisdiction.**

Review the jurisdictional exclusion raised (highlighted in yellow). Next, review the attached evidence and add comments that explain how the evidence proves or disproves the exclusion asserted.



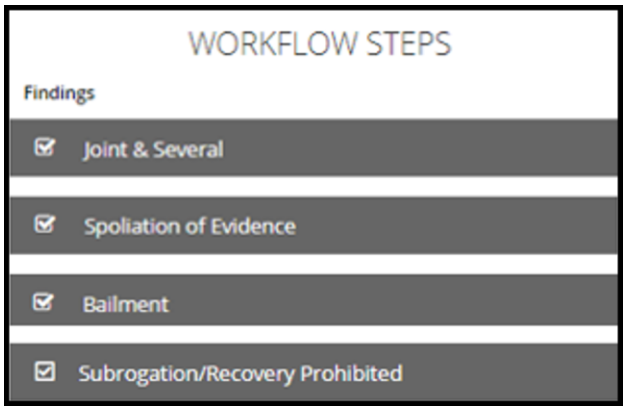
After reviewing the evidence, provide your "Finding," either **On Jurisdiction** or **Out of Jurisdiction.**

Select the appropriate radio button.



Joint and Several Liability, Spoliation of Evidence, Bailment, and Subrogation/Recovery Prohibited

The following jurisdictional exclusions apply to other coverage groups and not to New York PIP filings.



Other assertions, such as those listed below, require the arbitrator to first determine if it applies to the loss state, not the case itself.

- **Joint and Several Liability**: When multiple parties can be held liable for the same event or act and be responsible for all restitution required.
- **Spoliation of Evidence**: The intentional, reckless, or negligent withholding, hiding, altering, fabricating, or destroying of evidence. Spoliation of evidence will only be asked on coverages related to auto, special, and property.
- **Bailment**: A change in possession of property without a change in ownership. The owner expects property returned in as good or better condition.
- **Subrogation/Recovery Prohibited**: An assertion there is no Right of Recovery in a specific state for PIP or Med Pay payments paid for settlement to injured parties.

For example, Joint and Several Liability is asserted, and the loss state is Arizona. You will determine if this is correct based on the evidence submitted. (Does Arizona allocate awards based on Joint and Several Liability?)

After reviewing evidence, enter your **findings** by selecting **Yes** or **No**. Then, provide a **justification** for your finding.

You will complete this section for each assertion raised.

If multiple parties are involved, all other features will proceed, and a decision will be made. A decision is not made for the party found to be out of jurisdiction.

The following jurisdictional exclusions apply to **New York PIP – Loss Transfer** filings when disputed by the Responding Party.

Case Qualifiers

For New York PIP, filings must meet one of the following qualifiers for arbitration eligibility:

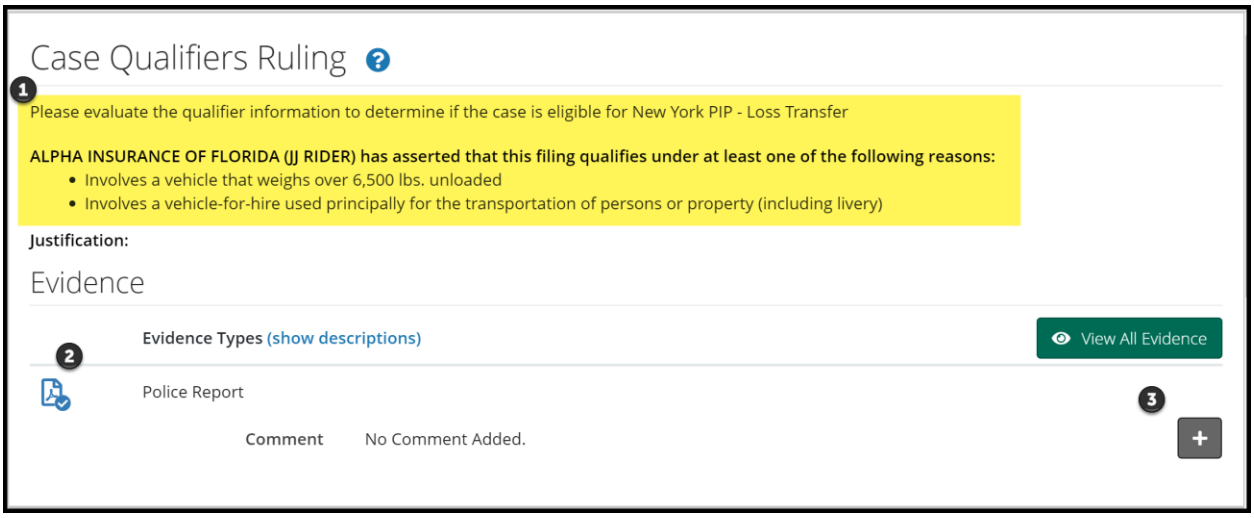
- Involves a vehicle that weights over 6,500 lbs. unloaded
- Involves a vehicle-for-hire used principally for the transportation of persons or property (including livery)

When a Responding Party disputes this eligibility, arbitrators must enter a **Finding.**

Step 1: Evaluate the qualifier information to determine if the case is eligible for New York PIP Loss Transfer (highlighted in yellow).

Step 2: Review the attached **evidence**.

Step 3: Enter comments by selecting the **+ tab**. Explain how the evidence proves or disproves the qualifier.



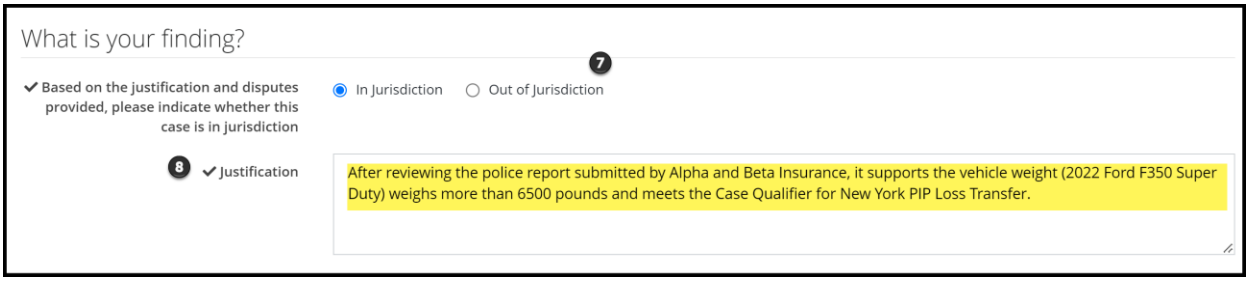
Step 4: Review the Adverse Party's dispute regarding case qualifiers.

Step 5: Review the attached **evidence**.

Step 6: Enter comments by selecting the **+ tab**. Explain how the evidence proves or dispoves the qualifier.

Step 7: Enter your **finding** based on the dispute and evidence submitted. An **in jurisdiction** finding means the case qualifies for arbitration, whereas an **out of jurisdiction** finding bars a ruling on the case.

Step 8: Provide a **justification** for your finding as seen in the example.



Optional Basic Economic Loss (OBEL)

OBEL coverage provides a person with an additional $25,000 of coverage beyond the no-fault PIP $50,000 limit.

OBEL coverage gives injured parties the ability to decide which expenses get paid. In some cases, regular no-fault insurance will not provide coverage if psychiatric, physical, or occupational treatments are needed following an accident. OBEL coverage for basic economic loss can be used to pay lost earnings and medical bills but could also be used to cover expenses of in-home help or physical therapy.

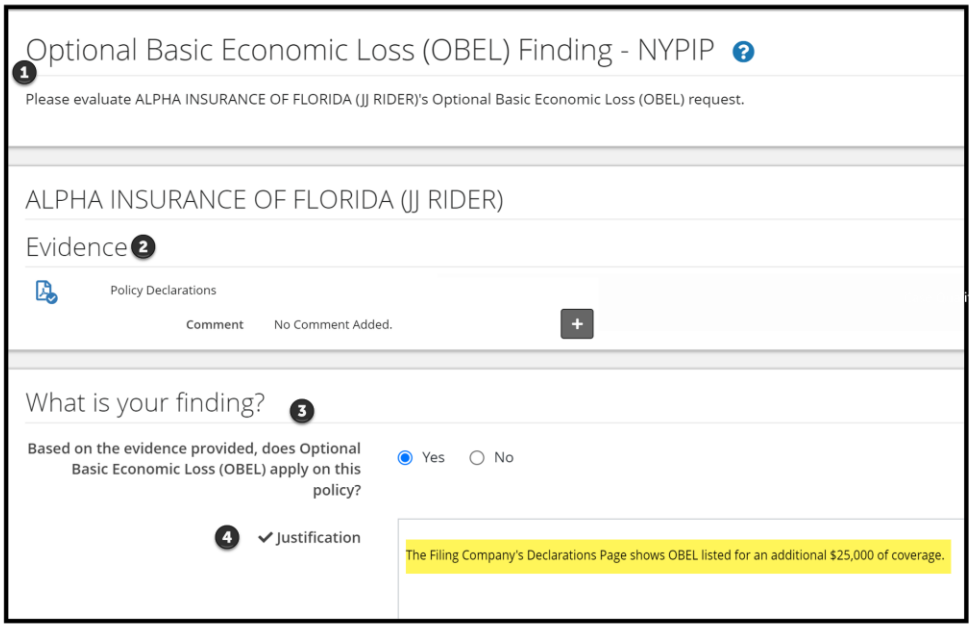
Disputes most commonly arise when the Filing Party pays more than the state allowance of $50,000 but cannot prove OBEL exists on the policy. When the responder disputes OBEL, arbitrators will complete the following steps.

Step 1: Evaluate the Filing Company's request of OBEL.

Step 2: Review **evidence** to support this request.

Step 3: Enter your **finding** based on the dispute and evidence submitted. An **in-jurisdiction** finding means that OBEL applies to the policy, whereas an **out-of-jurisdiction** finding means OBEL does not apply.

Step 4: Enter a **justification** to support your finding, as seen in the example.

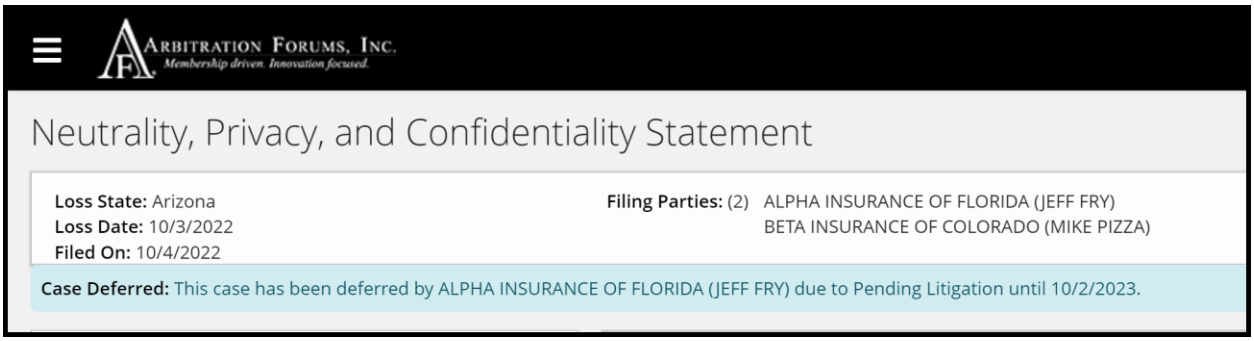


Deferments

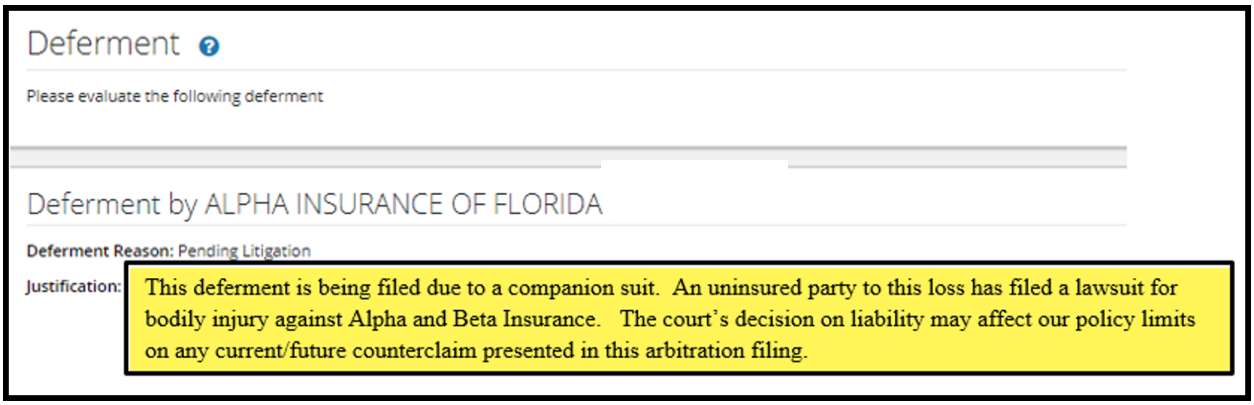
A deferment is a postponement of the liability and/or damages decision for one year from the deferment submission date. A deferment is typically submitted when coverage is pending and under investigation, or a companion claim or suit is pending, and issues must be resolved prior to the arbitration case being heard.

Any party may defer a case. Parties may also challenge the deferment if they believe the one-year postponement is not needed. When a deferment is challenged, arbitrators will determine the validity of the challenge request.

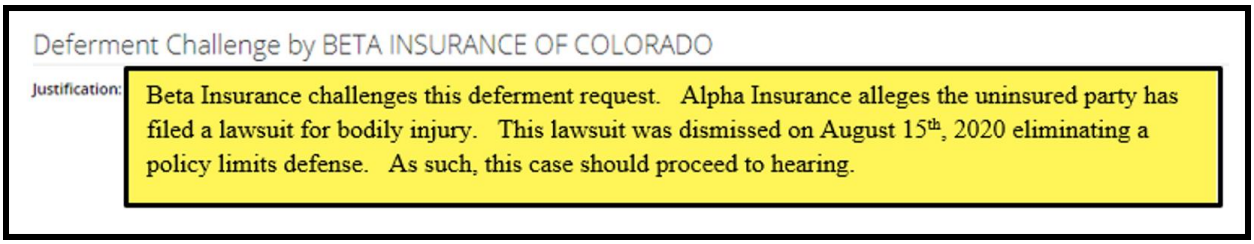
When reviewing a deferment challenge (DC) case, a banner will display at the top providing arbitrators with information regarding which party requested the deferment along with a deferment reason.



The party deferring the case should explain why the case needs to be deferred for one year (what impact the companion claim or suit has on the arbitration case).



Likewise, the challenging party should explain why the one-year deferment is not needed.

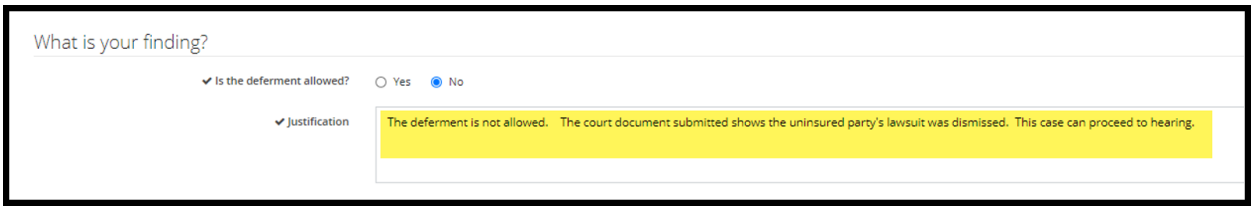


After considering the deferment by the requesting party and the challenge raised by the Adverse Party, review any supporting evidence. See **How to Review Evidence** for more information.

After reviewing the evidence, enter your **finding**.

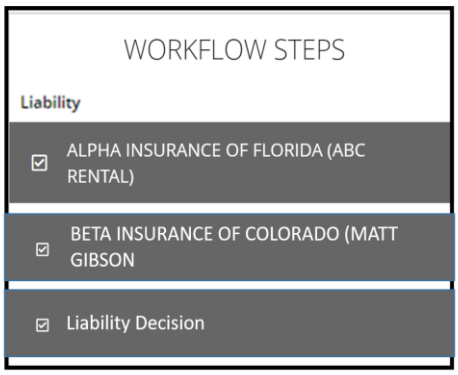
If the deferment <u>is allowed</u>, select "**Yes"** and provide a **justification**. The case remains in deferred status.

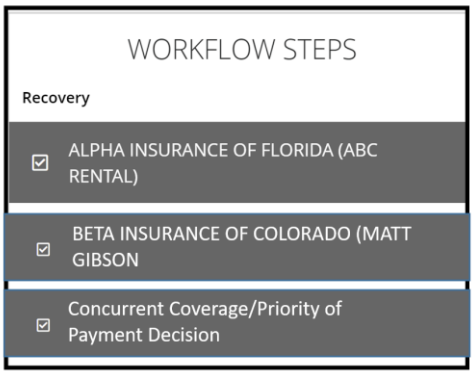
If the deferment <u>is not allowed</u>, select **No** and provide a **justification**. The deferment ends and the parties are notified.



Cases involving a deferment challenge will appear on the Arbitrator Worklist with a deferment challenge (DC) badge.

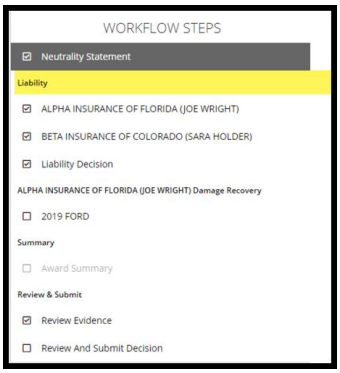
Liability/Recovery



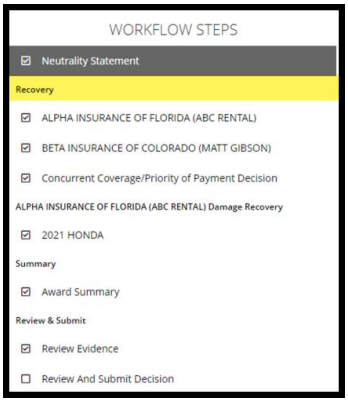


Liability/Recovery is the next **Workflow Step**. This section contains arguments and evidence submitted by the **Recovering** and **Adverse Parties**.

Liability will display in the Worklist when **Negligence, Workers' Compensation Subrogation, Third-Party Contribution** (among co-defendants) **or Loss Transfer** (New York PIP only) is selected as the **Right of Recovery.**

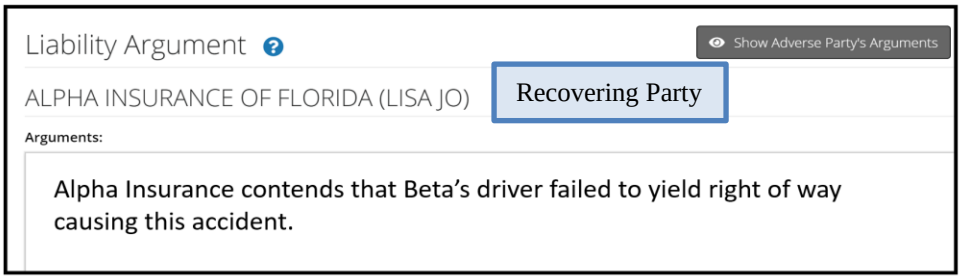


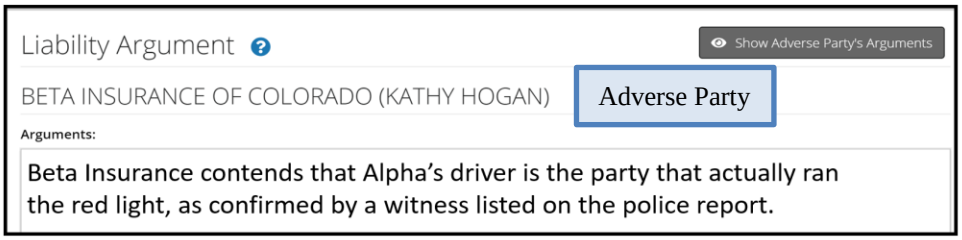
Recovery will display in the Worklist when **Concurrent Coverage/Priority of Payment**, **Third-Party Contribution (For Concurrent Coverage) or Non-Compulsory** is selected as the **Right of Recovery**.



Arbitrators can view each party's arguments in single view.

Liability Arguments (Single View):



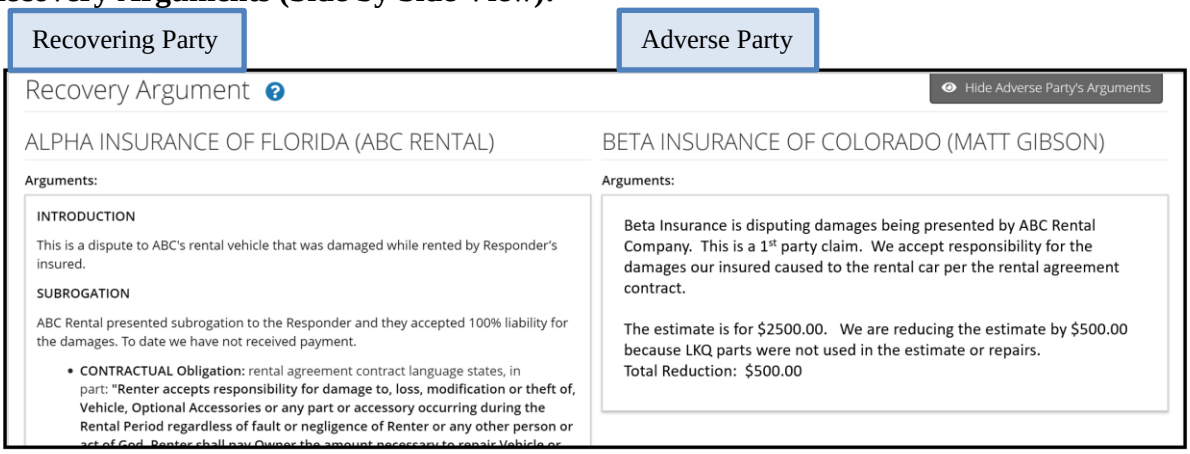


Recovery Arguments (Single View):

Arguments can also be viewed side-by-side by selecting **Show Adverse Party's Arguments**.

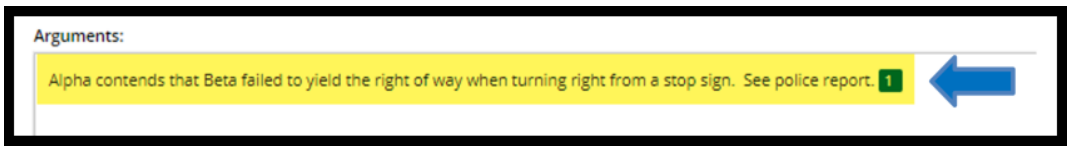
Liability Arguments (Side by Side View):

Recovery Arguments (Side by Side View):



When reviewing **arguments,** a green box may be present. This is an indication that evidence has been inserted into the Arguments section. Arbitrators are **required** to make comments when this green box is present.

Comments can be entered directly from the green box found in the **Arguments** section. To enter comments, select the green box. See **Enter Comments** for more information.



Comments can also be entered from the **Evidence** section found at the bottom of the **Workflow Step** and by selecting the **plus sign (+).**

Review evidence listed for the parties and enter comments where appropriate. See **Enter Comments** for more information on how to complete this step.

Note: Evidence Sharing for Collision and Comprehensive/OTC Cases Only

Rule 2-1

For new Auto filings, attached evidence supporting feature damages sought will be viewable to the Responding Party(ies) for the purpose of the specific arbitration filing and may not be copied for use in any other claim arising out of the same accident.

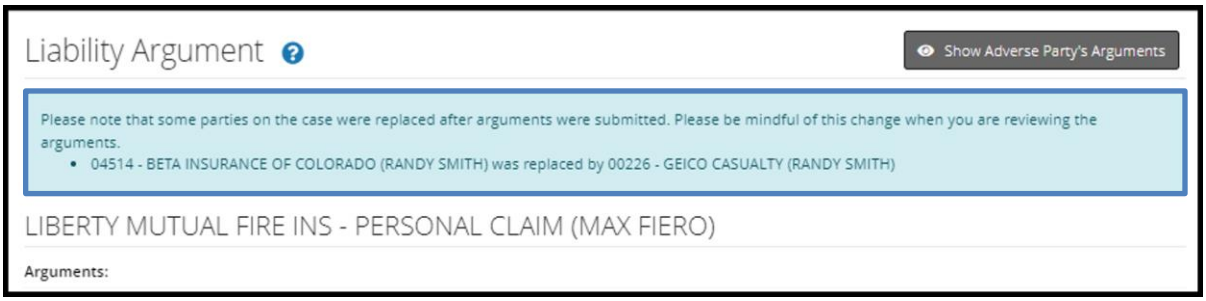
Filing and Responding Parties should only attach liability evidence in this section. Feature damages sought and disputed damages evidence should be attached in the Feature Damages section.

Failure by the parties to attach evidence supporting feature damages sought or disputed damages in the appropriate section may cause the arbitrator to **not** consider it when a damage dispute is raised.

Removed Parties

Adverse Parties can request to be removed from a case when named improperly. The naming party can remove the Adverse Party and replace it with the correct party. Depending on when a party filed its feature and/or feature response, it may refer to a company name within the liability/recovery arguments that were replaced.

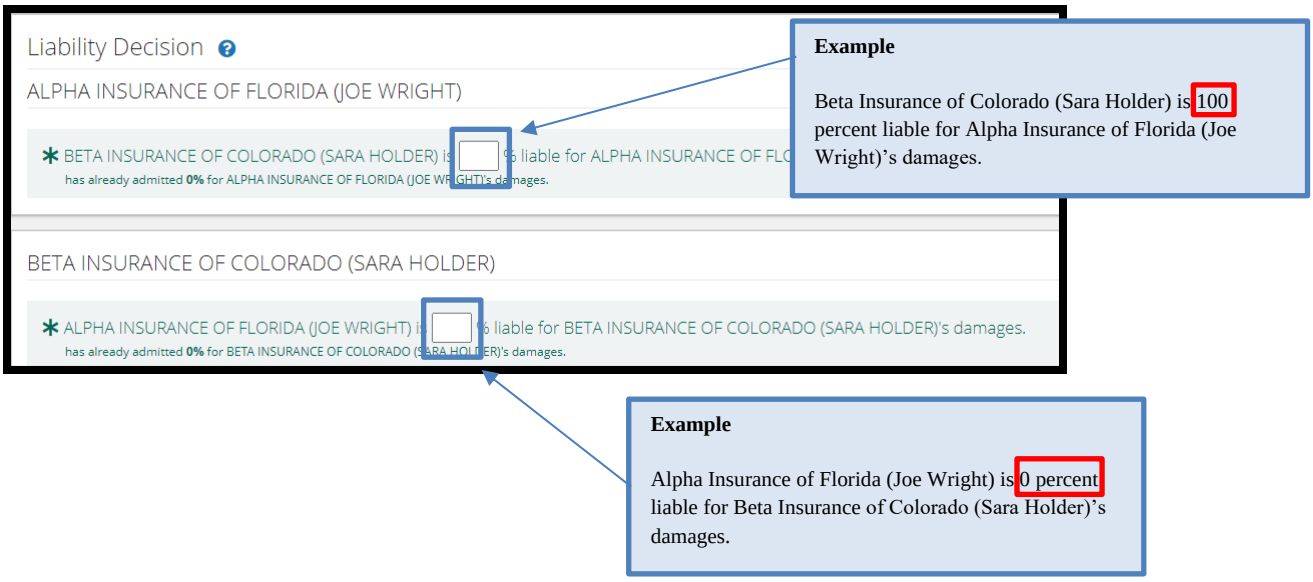
To provide clarity to the arbitrator, a banner now appears on the liability/recovery arguments advising when a party was replaced in the event a company is mentioned, but it is no longer a party to the case.



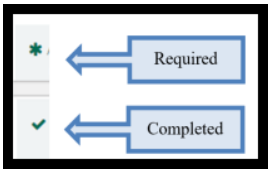
After reviewing each party's arguments and evidence, the next step is to enter a decision. Depending on the dispute type, the next workflow step will display as **Liability Decision**, **Concurrent Coverage/Priority of Payment Decision,** or **Contribution for Concurrent Coverage Decision.**

Liability Decision

When hearing a case involving **Negligence, Loss Transfer, or Third-Party Contribution** (among co-defendants), boxes are present to record each party's percentage of liability.

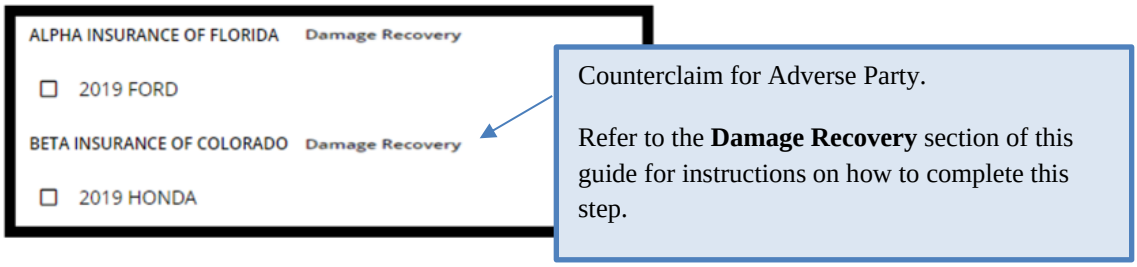


Both fields are required. When completed, the asterisk adjacent to each field changes to a check mark.



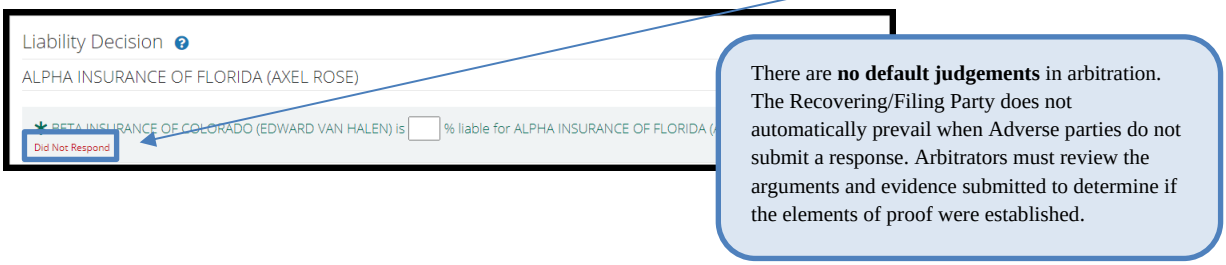
Based on the liability percentage entered for the Adverse Party, TRS automatically recognizes counterclaims (if applicable). If liability is favorable to the Adverse Party and the negligence

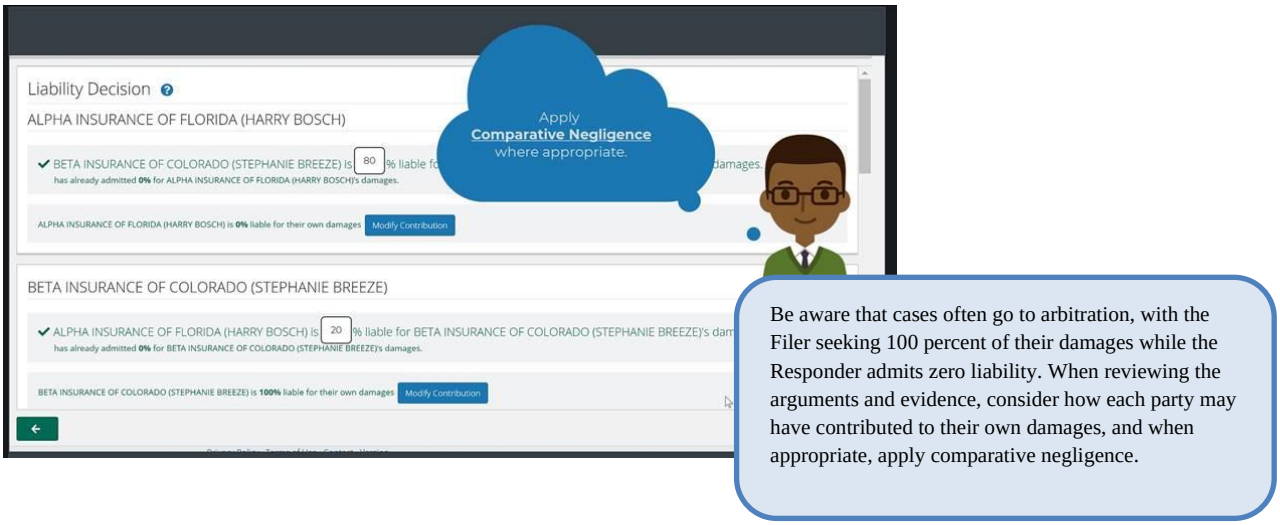
laws permit recovery, a counterclaim will appear as an additional step in the Workflow titled **Damage Recovery.**



If the Adverse Party admits 100 percent liability, a green banner will appear at the top of the page advising arbitrators to proceed directly to the damages section.

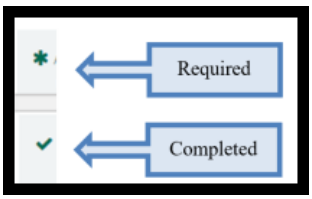
If Adverse Parties do not respond to a case, arbitrators will see in red **Did Not Respond** under the Liability Decision section.



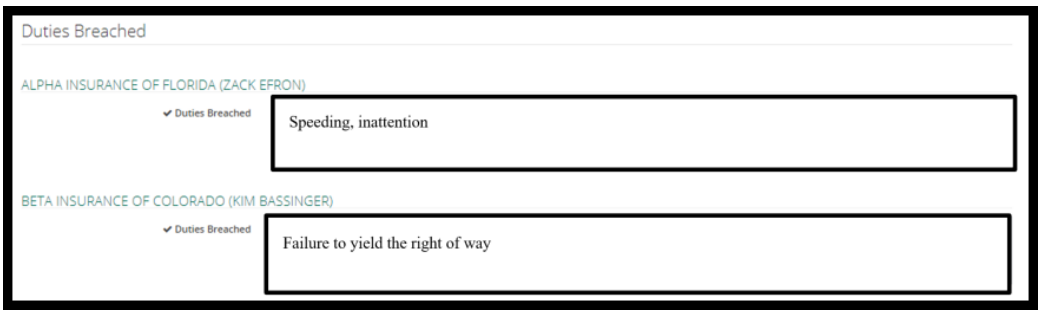


The **Modify Contribution** button allows arbitrators to change the percentage of liability, when applicable.

Fields are provided to enter the **Duties Breached** in support of your liability assessment against each party. Both fields are required, and when completed, the asterisk adjacent to each field changes to a check mark.



Enter only the breach of duty(ies) proven. This section is not intended to address the evidence or rationale for the decision.

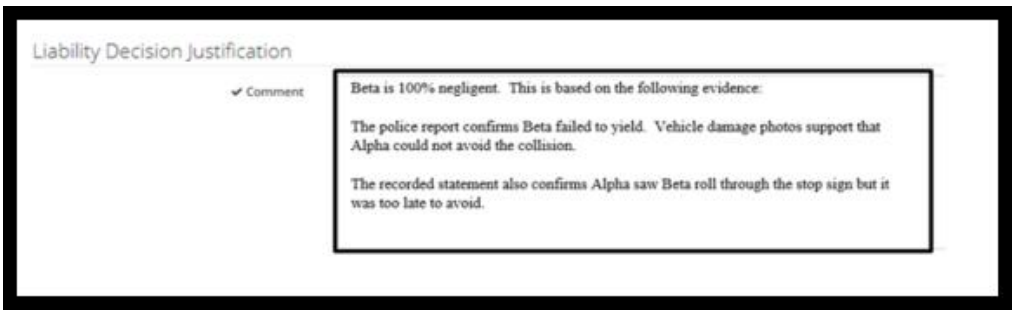


The **Liability Decision Justification** field is your opportunity to expand your comments on the evidence, developing a cohesive decision rationale.

What evidence items proved to you that the breach of duty(ies) you listed were the cause of the accident?

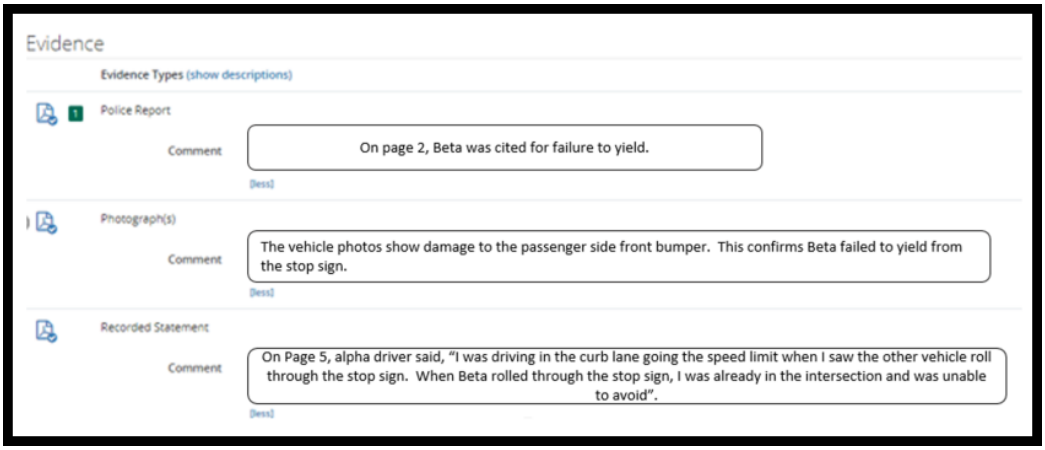
What key elements contained within the evidence influenced your decision?

What conclusions did you reach when comparing the arguments and supporting evidence?



Completing your **Liability Decision Justification** is aided by the visibility of the comments you entered initially from the previous workflow step and can be found at the bottom of the **Liability Decision Workflow Step**.

The comments should address conclusions made during the initial analysis of the evidence.



When completing the **Liability Decision Justification**, arbitrators can reference the original comments to help justify their decision.

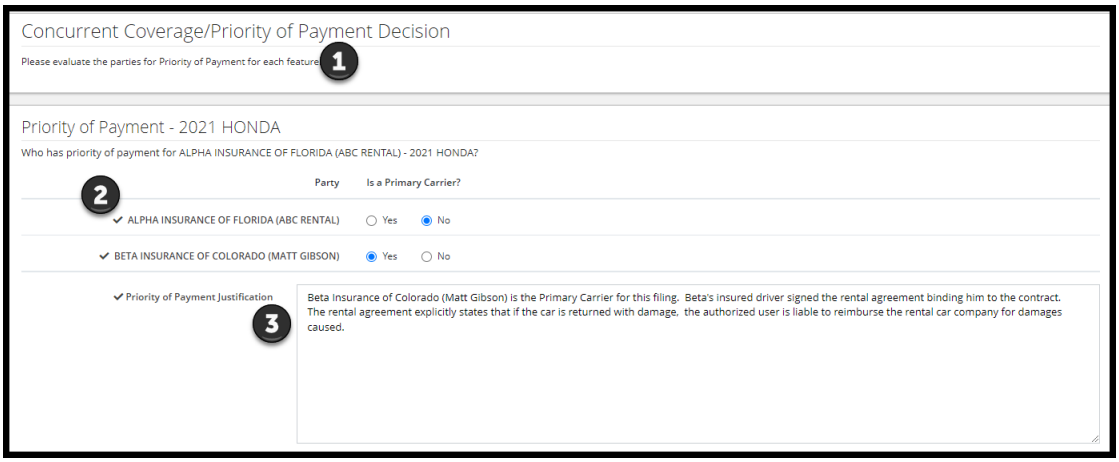
Comments can be copied/pasted into the **Liability Decision Justification**.

Comments are preserved for the life of the case and can be viewed by the parties named in the arbitration. For these reasons, it is important to maintain a high level of professionalism when entering comments.

Recovery Decision

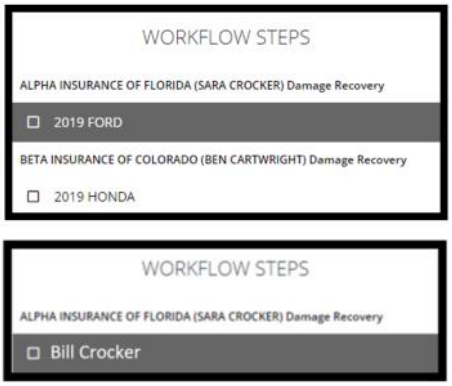
When hearing a case involving **Concurrent Coverage/Priority of Payment or Third-Party Contribution (For Concurrent Coverage)**, arbitrators will evaluate the parties for priority of payment for each feature.

Step 1: Evaluate the parties for priority of payment for each feature.
Step 2: Determine who has priority of payment for the Filing company.
Step 3: Enter the priority of payment justification.



To complete the sections listed above, review the evidence attached to the case found at the bottom of this step.

Damage Recovery (Vehicles/Injured Parties)

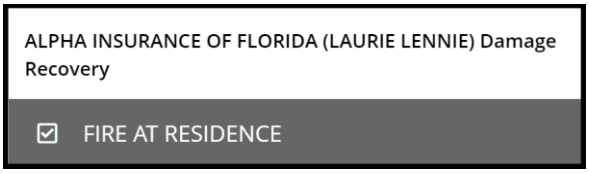


The **Damage Recovery Workflow Step** addresses the damage recovery being sought in arbitration. Recovery is dependent on the liability outcome along with negligence laws.

Recovery is also dependent on the party designated with Priority of Payment. Based on these dependencies, the **Damage Recovery Workflow Step** may or may not be enabled.

For **Collision, Comprehensive/OTC** cases, "damages" refer to **vehicles.**

For **Property** and **Third-Party Contribution (Property Damages)** cases, "damages" refer to **property.**

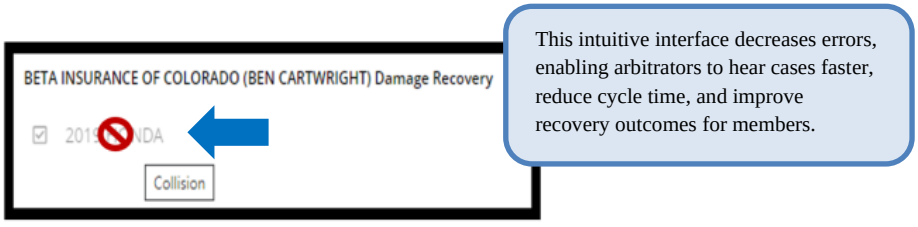


For **PIP, Med Pay, Workers' Compensation Subrogation, Third-Party Contribution (Bodily Injury), or New York PIP** cases, "damages" refer to **injured parties.**

TRS is intuitive through its ability to recognize a right of recovery based on liability, negligence laws, or primacy on coverage.

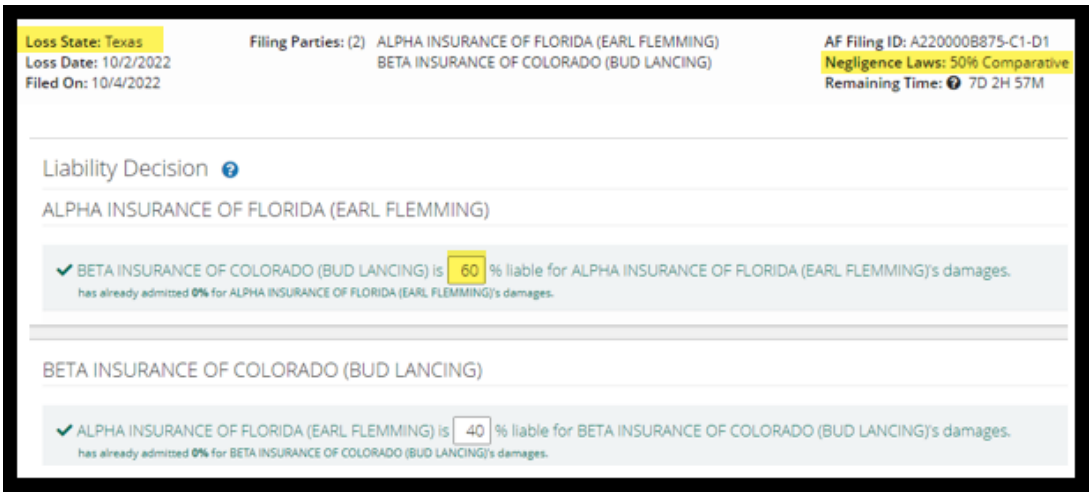
The Damage Recovery Workflow Step is enabled when the liability/recovery decision and negligence laws permit recovery. After selecting the step, complete each field where indicated.

This step is disabled when the decision and negligence laws prohibit recovery. This is denoted with the red strikethrough. Proceed to the next step in the workflow.



Liability Decisions

The state of loss determines the recovery outcome regardless of the liability percentage entered. In the example below, the Responding Party, Beta Insurance, is 60 percent liable for Alpha Insurance's damages.



Because the loss state is Texas where the negligence laws bar recovery of 51 percent and greater, recovery is barred to Beta Insurance for any counterclaim they present. TRS disables counterclaims by displaying a red strikethrough, ensuring damages are not awarded erroneously to the Responding Party.

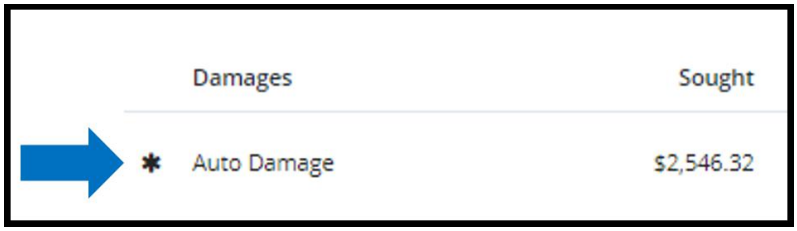
There are three types of negligence laws:

- **Pure Comparative:** Party can recover less the percentage they are negligent (80 percent negligent means recovery of 20 percent of their damages).
- **Modified Comparative:** 49/51 percent or 50/50 percent. The party deemed 50 percent or 51 percent negligent is barred from recovery.
- **Contributory Negligence:** The party deemed one percent negligent cannot recover.

Recovery Decision

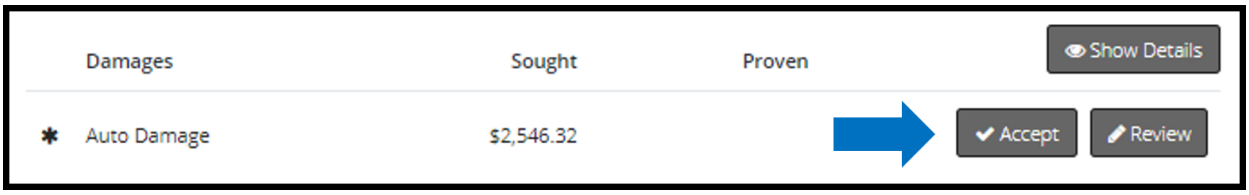
Conversely, negligence laws do not govern recovery outcomes as they relate to **Concurrent Coverage/Priority of Payment** cases. Specific arguments raised under this **Right of Recovery** are not arguments relating to liability, but rather to coverage, policy, and/or contract language as to who is primary to pay for damages.

When completing the Damage Recovery Workflow Step, required fields are denoted with an asterisk and will change to a checkmark once completed.

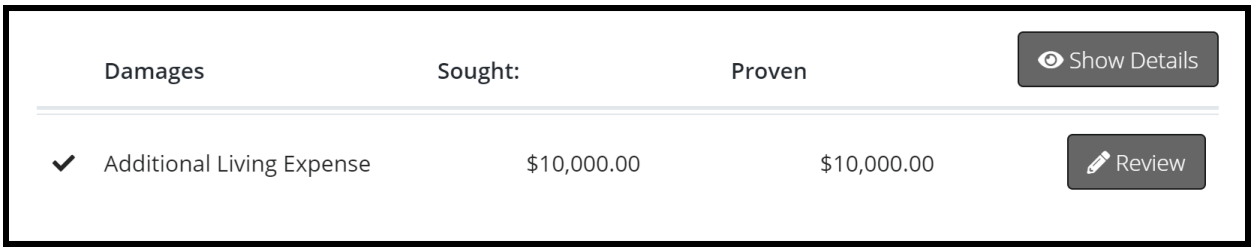


Select the **Accept** tab after reviewing the evidence, **and only when the amount sought is proven and not disputed by the Adverse Party.**

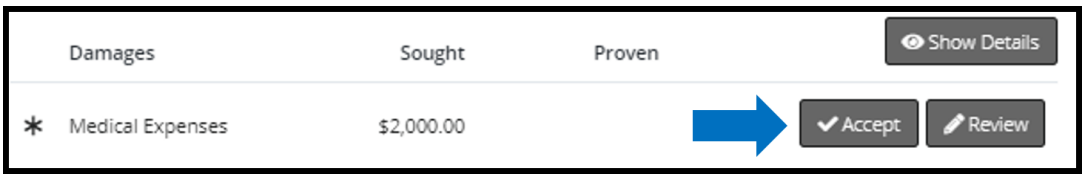
Collision, Comprehensive/OTC Cases:



Property Cases or Third-Party Contribution (Property Damage):



PIP, Med Pay, New York PIP, Workers' Compensation Subrogation, and Third-Party Contribution (Bodily Injury) Cases:



Proof of Damages vs. Proof of Payment

Proof of Damages = Estimates, invoices, medical bills, etc.

Proof of Payment = Checks, drafts, electronic funds transfer (EFT), payment ledgers, etc.

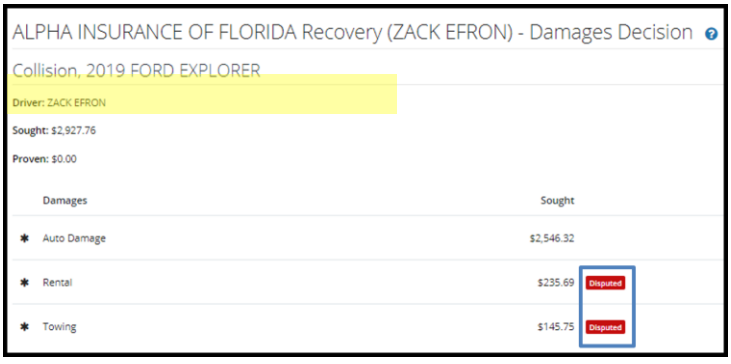
In arbitration, either proof of damages or proof of payment can be submitted to support the feature damages sought. Proof of damages is needed only when the Responding Party disputes specific damages.

In the event a damage dispute is raised, the arbitrator will review the Filing Party's corresponding bill, determine the validity of the damage dispute, and either award all or reduced damages in the appropriate fields.

In the event a damage dispute is raised, and the Filing Party submitted an electronic/digital invoice as proof of damages, it should contain the same information provided as a traditional paper bill (i.e., the breakdown of charges).

Damage Disputes

Damage Disputes raised by the Adverse Party are marked by a red **Disputed** badge next to the damages description.



To the far right of the **Disputed** red badge is the **Review** button. Select this button to review the **Damage Dispute.**

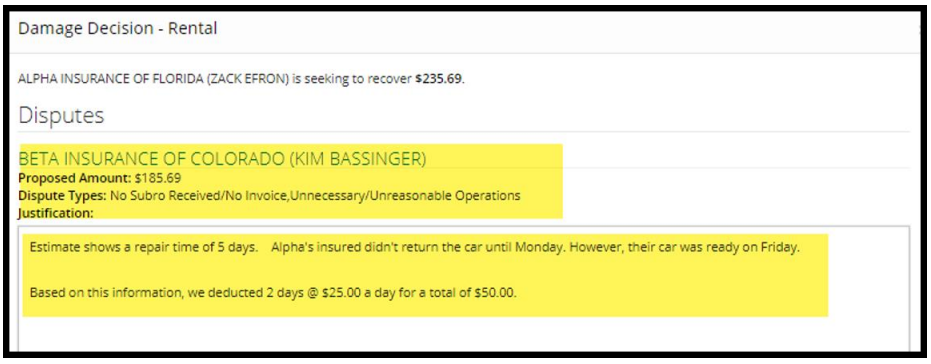
Note: Evidence Sharing for Collision and Comprehensive/OTC Cases

Rule 2-5

For new Auto filings, evidence attached supporting disputed damages will be viewable to the Recovering Party and other Responding Parties, if applicable, for the purpose of the specific arbitration filing and may not be copied for use in any other claim arising out of the same accident.

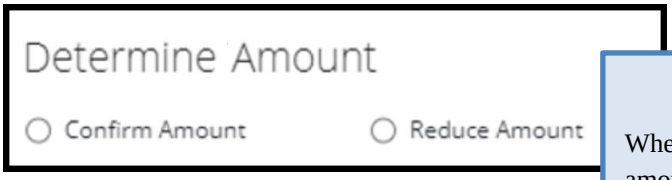
Failure by the Responding Party to attach evidence supporting the disputed damages in the appropriate section (i.e., Damage Dispute section) may cause the arbitrator to **not** consider it.

The **Review** tab describes the damage dispute raised by a Responding Party, including the proposed amount, dispute type, and justification. Damage Dispute descriptions vary based on the Coverage Group selected.



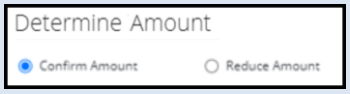
Determine Damage Amount

After reviewing the proposed amount and justification, confirm the amount or reduce the amount.



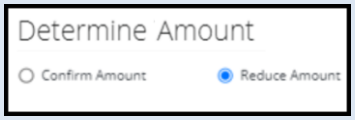
Confirm Amount

When selecting this option, arbitrators are confirming the amount sought by the Recovering Party. No reduction is given.

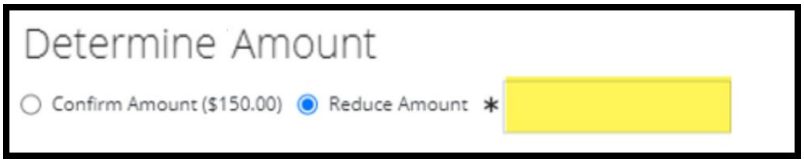


Reduce Amount

When selecting this option, arbitrators will reduce the amount sought to the amount proven.



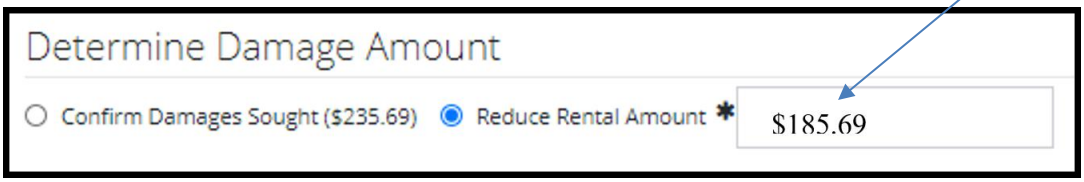
When reducing damages, enter the amount proven in the field provided.



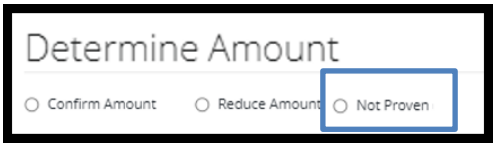
To determine the new damage amount, take the original amount sought by the Recovering Party and subtract it by the amount reduced by the arbitrator.

Example:

Original amount sought for Rental is $235.69 - $50.00 (reduced amount) = $185.69. (Enter this amount in the reduced rental amount field.)



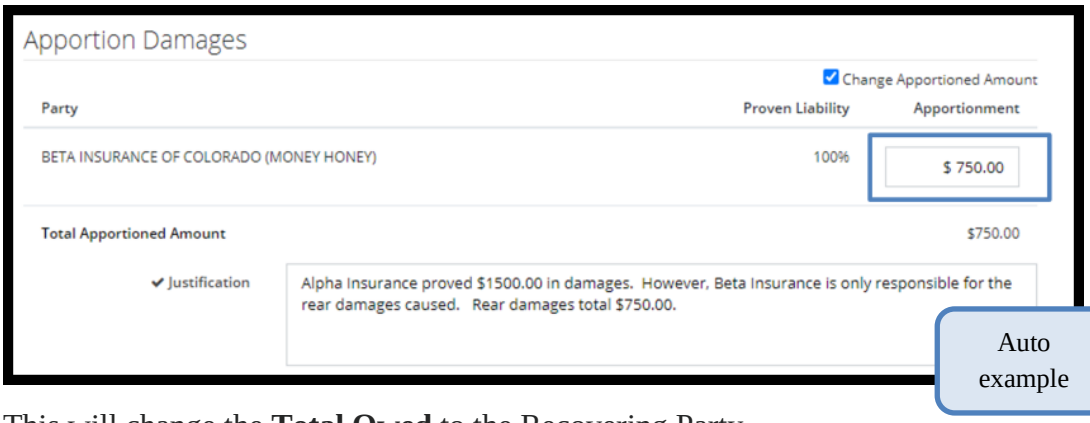
For PIP, Med Pay, New York PIP, or Property filings, an additional option appears for amounts **not proven.**



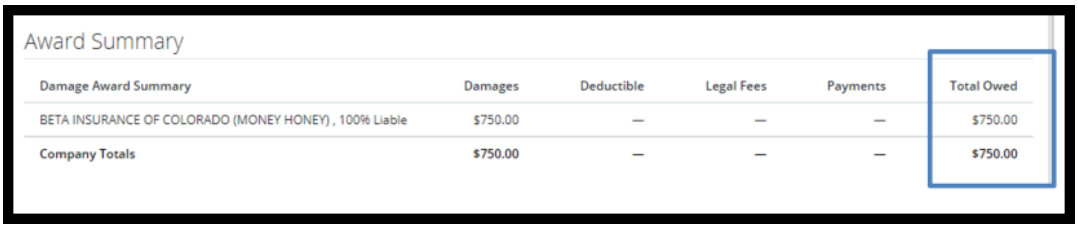
Apportion Damages

This section applies your proven liability decision to the damages awarded. Selecting **Change Apportioned Amount** allows the arbitrator to enter a new **Apportionment amount.**

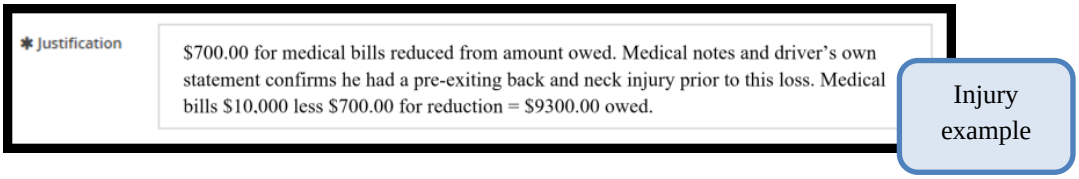
It is used when the Adverse Party is only liable for a portion of the Recovering Party's damages. For example, rear damages versus front damages.



This will change the **Total Owed** to the Recovering Party.



Regardless of your damages decision, a required **Justification** text box will appear at the bottom of the page for the explanation of your decision reasoning.



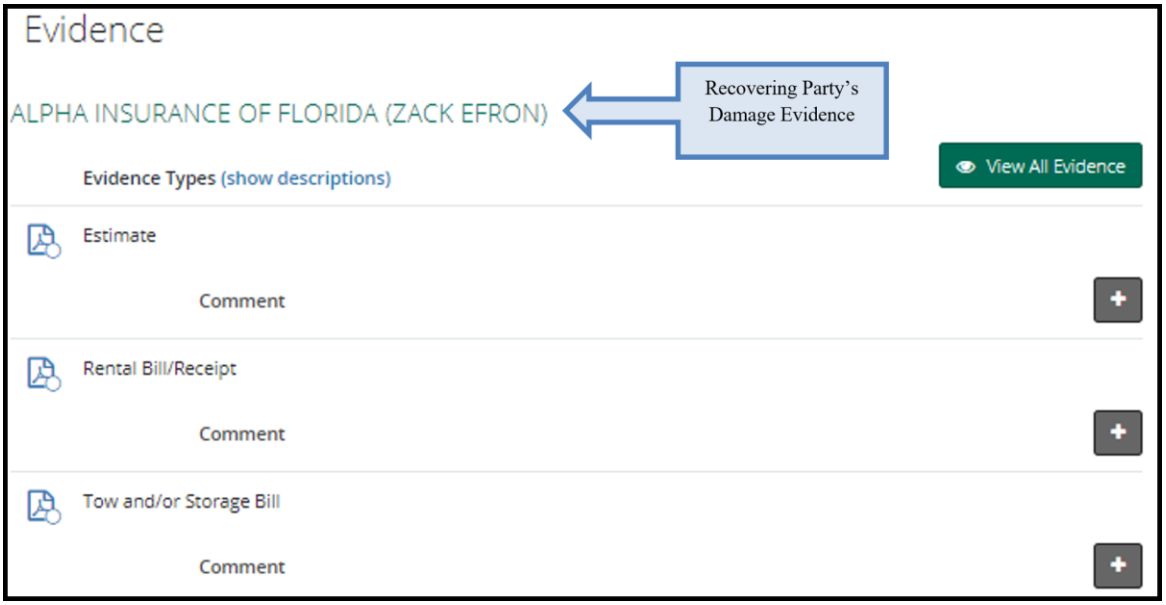
The required **Justification** box allows you to provide the rationale behind your damages decision. For an award of all damages, explain how the Recovering Party proved all of its damages and why you are rejecting the damages challenge from the Adverse Party.

If you did not confirm the amounts, explain why you felt that some or all of the disputed damages were unreasonable and document what evidence supported these findings. **Show the math** that resulted in the reduced damages amount, so there is no confusion regarding the reduced damages figure.

After providing the justification, select the **Done** button.

Evidence

Prior to accepting or reviewing damages, review each party's evidence and enter comments (See **How to Review Evidence** and **Enter Comments** for more information).

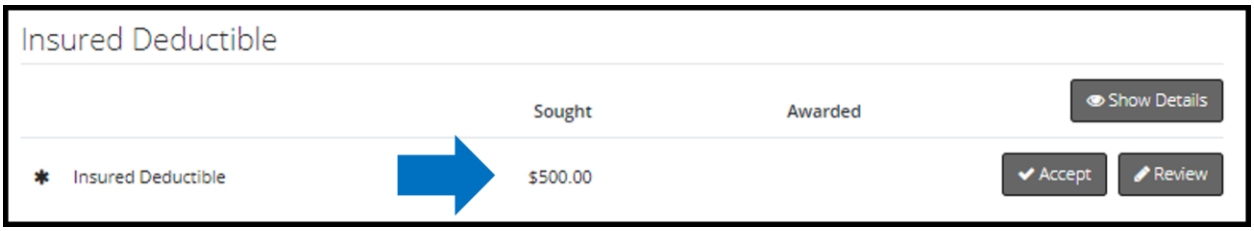


Insured Deductible (if applicable)

Confirm the insured deductible sought. An estimate or declarations page will confirm this amount. Once confirmed, select **Accept.**

> The net demand plus the amount claimed for the deductible should equal the gross amount of the estimate or ACV.

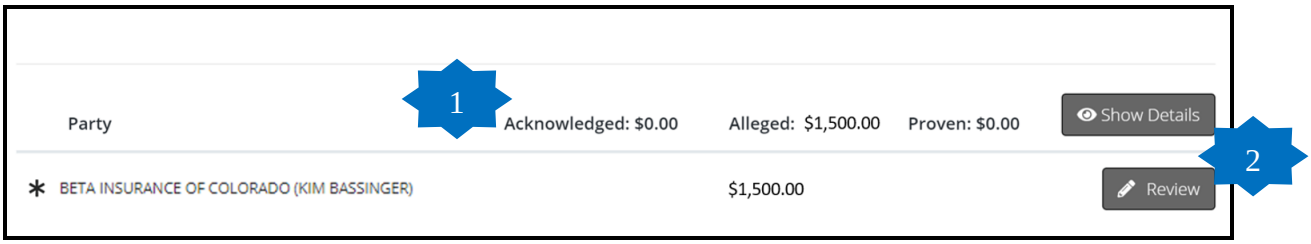
For example, the Recovering Party seeks to recover its insured's $500.00 deductible. However, the estimate supports a deductible amount of $1,000.00. This discrepancy in deductible amounts may occur because the Recovering Party has issued a partial refund to its insured and is only seeking the difference.



Recovering deductibles is applicable to Auto and Property cases. However, there may be times when statute allows for recovery of a deductible in PIP cases.

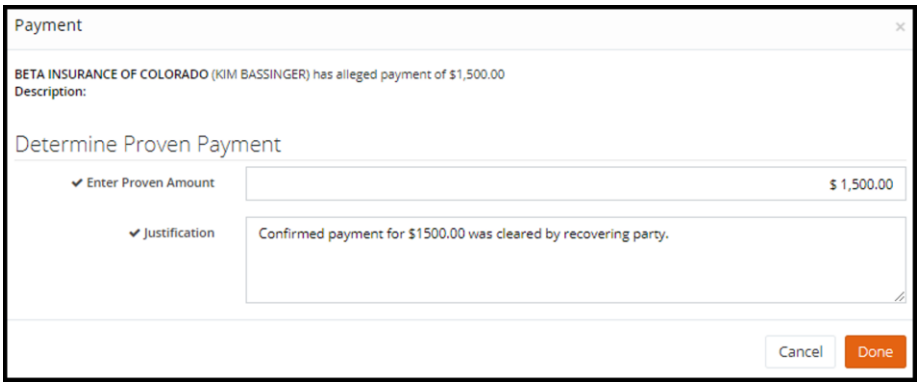
Prior Payments Made

This section is for payments made from the Adverse Party to the Recovering Party or its insured. If the Recovering Party **acknowledged (1)** the payment, no review is needed. An acknowledged payment will automatically be deducted from the award. If the Recovering Party has not **acknowledged** the payment, the arbitrator will review the payment by selecting the **Review (2)** tab to confirm it has been cashed/deposited. This is also true when the Adverse Party asserts a higher payment amount than what the Recovering Party acknowledged.



To confirm the payment, review the evidence. Verify the payment has cleared. If it is sent via electronic funds transfer (EFT), make sure the status shows "sent." Next, select **"Review."** Enter the proven amount and justification, and then select "**Done**."

This amount will automatically be deducted from the award.

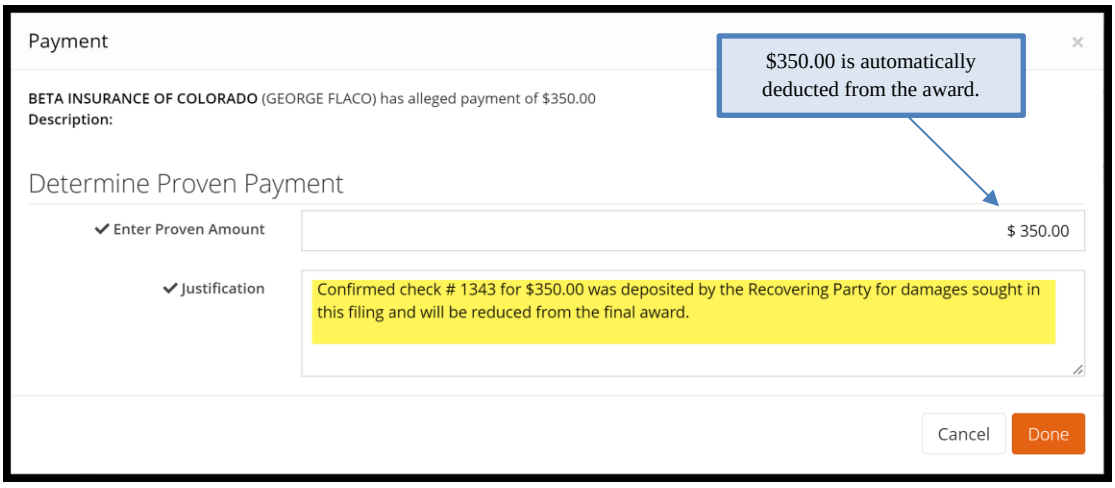


Do not enter a justification as it relates to the Recovering Party's proven amounts. The intent of the Payments section is to verify and deduct previous payments made to the Recovering Party to avoid situations in which they are paid twice for the same damages.

This section should only include payments made to the Recovering Party or its insured (deductibles) **for damages sought in the case**. **If the Responding company has issued prior payments, they must be entered in the Prior Payment Made field with proof of payment attached. This includes deductibles and any payments alleged to be a double dip (body shop and/or insured paid twice). This is especially important if there is a policy limit.**

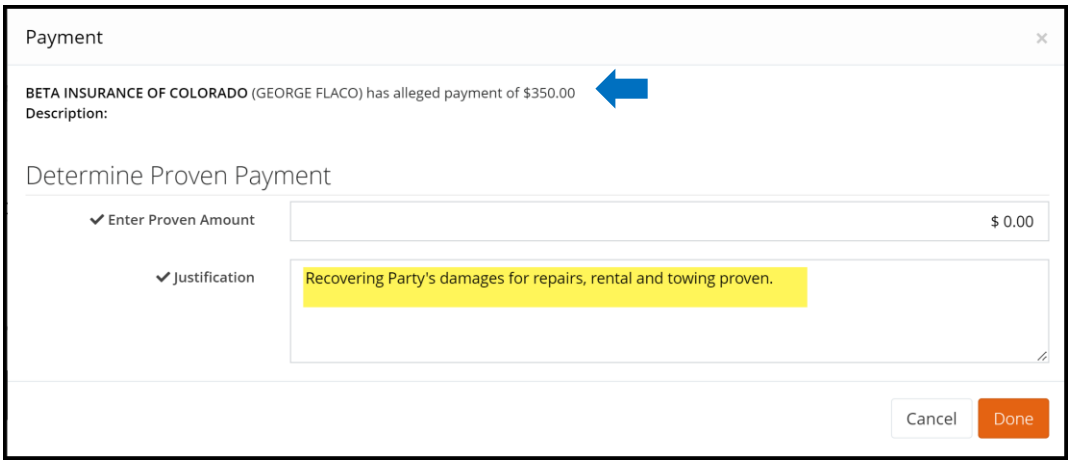
Payment Justification (Correct)

The justification below explains the review of check #1343, showing a status of "deposited/cashed." This is an indication the Recovering Party has accepted the payment. By the arbitrator entering the "deposited" amount of $350.00 in the field provided, the system will automatically credit $350.00 and deduct it from the award.



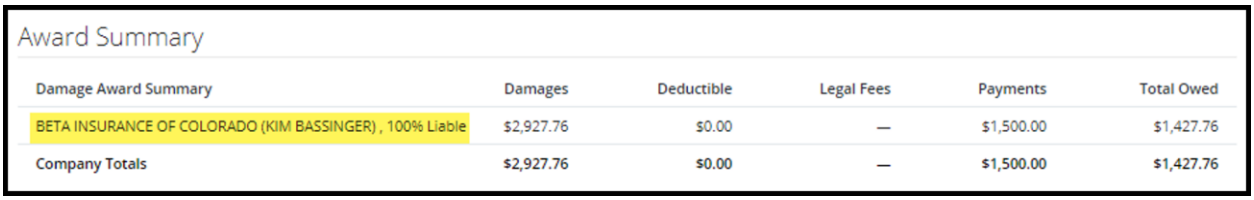
Payment Justification (Incorrect)

The justification below explains how the Recovering Party's damages are proven but does not address the payment of $350.00 that the Adverse Party has allegedly paid.



Award Summary

Located at the bottom of the **Damage Recovery Workflow Step,** this field summarizes the award and percentage of liability owed to the Recovering Party.



Policy Limits Worksheet

The **Policy Limits Worksheet** presents the relationship between the proven policy limits of the Adverse Party and the total proven exposures against the policy that may affect the available limits **(Does not apply to New York PIP or Concurrent Coverage/Priority of Payment)**.

Review the related arbitrator resources for more information on Policy Limits – Additional Exposures.

Policy Limits in TRS Hearings Guide

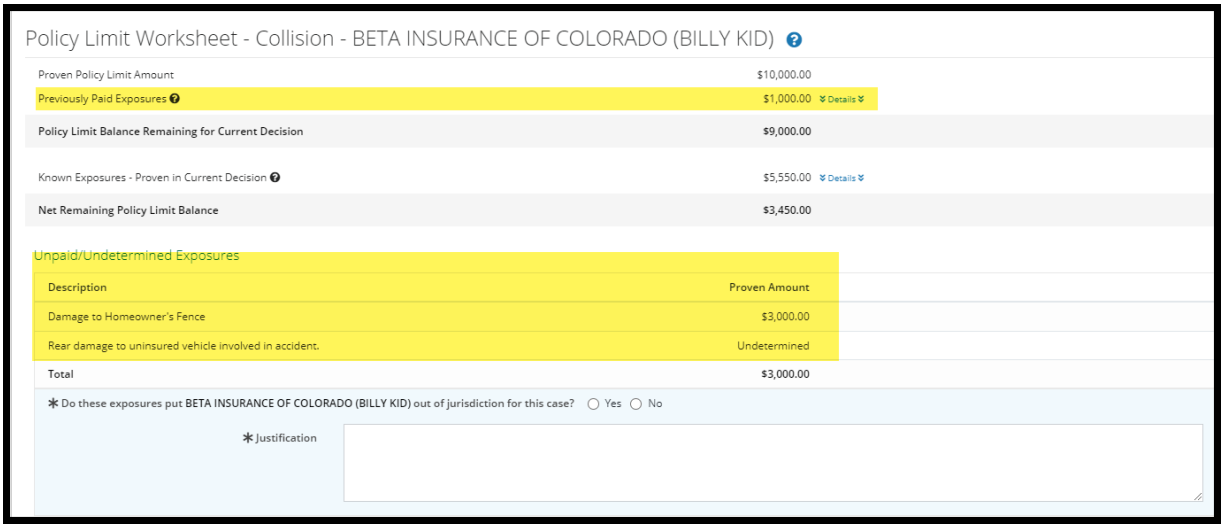
Policy Limits- Additional Exposures

There are three types of exposures: Paid, Unpaid, or Undetermined.

Paid Exposures – Proven paid exposures directly impact the policy limits available for the case. These exposures are automatically deducted from the proven policy limits available on the case and can cause a party to be marked as out of jurisdiction (OOJ) by the system. This occurs when the proven paid exposures exceed the policy limits available for the incident or the feature.

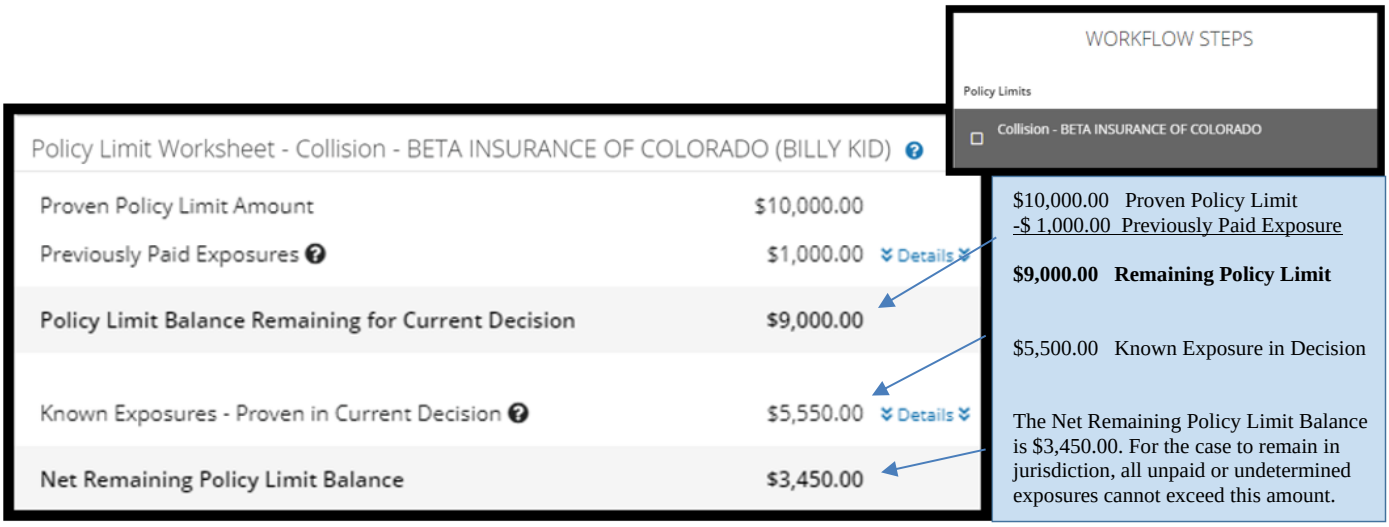
Unpaid Exposures – Unpaid exposures are exposures that have not been paid. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these unpaid exposures put a party or feature OOJ.

Undetermined Exposures – Undetermined exposures are exposures that have not been quantified. These exposures result in the OOJ statement being displayed on the policy limits worksheet. The arbitrator must make a decision if these undetermined exposures put a party or feature OOJ.



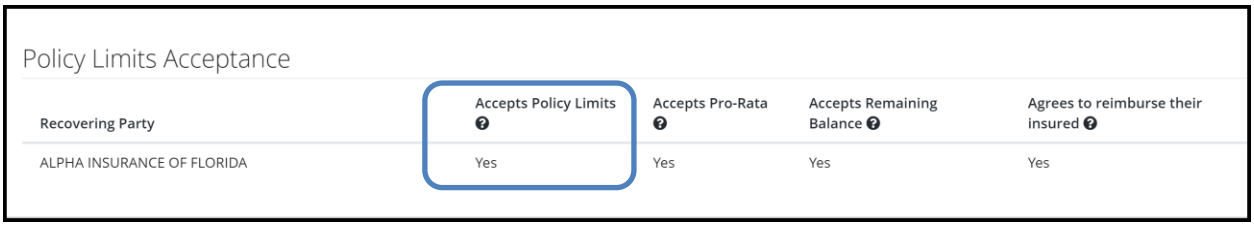
Paid Exposures

Previously paid exposures in a decision are automatically deducted from the **Proven Policy Limit Amount** to show the **Policy Limit Balance Remaining for Current Decision**. The system will then deduct **Known Exposure** – **Proven in Current Decision** to determine the **Net Remaining Policy Limit Balance**.



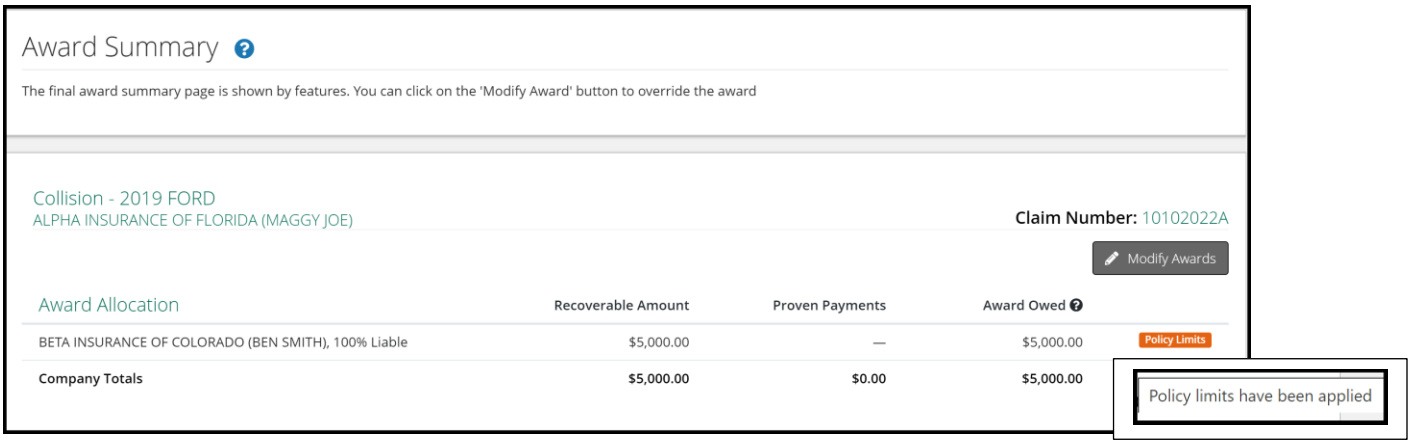
There are times when the **Net Remaining Policy Limit Balance** will total $0.00. This happens when the exposure exceeds the proven policy limit amount.

When the **Net Remaining Policy Limit Balance** is $0.00, the arbitrator will need to determine if the Recovering Party accepts policy limits.



If **Yes**, the system will automatically adjust the **Exposures Proven in Current Decision**. This is reflected in the **Recoverable Amount** column.

Under the **Award Summary** Workflow Step, the orange **Policy Limits** badge indicates policy limits have been applied to the award.

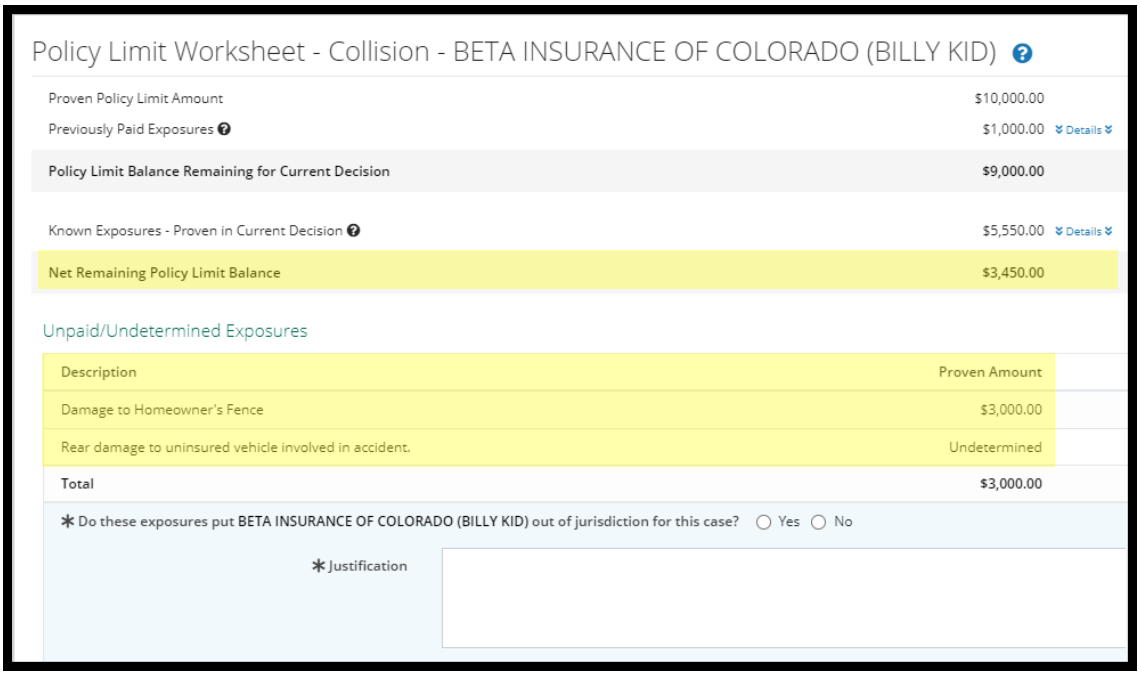


If the Recovering Party does **not** accept policy limits, the **Recoverable Amount** will reflect a Zero award. This is because the proven exposures exceed the Adverse Party's policy limits, and there has been no acceptance of the policy limits amount.

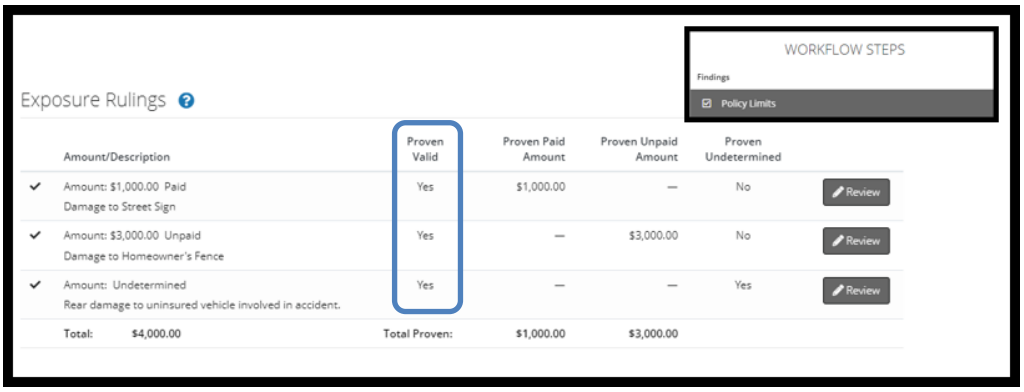
Unpaid/Undetermined Exposures

Unlike previously paid exposures, unpaid/undetermined exposures are not automatically deducted by TRS because the amounts are either unknown or have not yet been paid. For example, subrogation demands were not received prior to the filing of a case. In this situation, the arbitrator will make a judgement call, deciding whether the additional exposure will render the case in or out of jurisdiction.

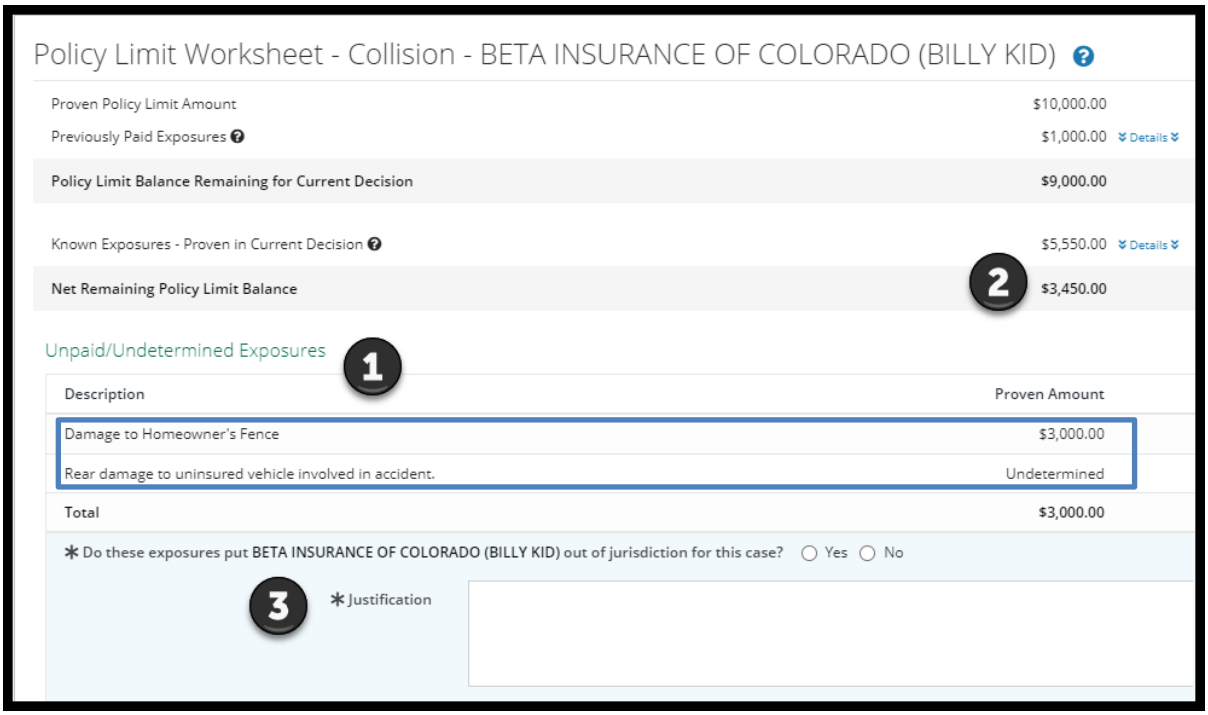
To determine if a case is in or out of jurisdiction, arbitrators will need to compare the **Unpaid/Undetermined Exposures** to the **Net Remaining Policy Limits Balance.**



Validity of these exposures were previously ruled on under the **Policy Limits Workflow Step**, as denoted in the **Proven Valid column.**



The first step is to determine if these exposures (1) collectively exceed the **Net Remaining Policy Limit Balance** (2)**.** Next, answer the out of jurisdiction question by selecting either **Yes** or **No** (3).



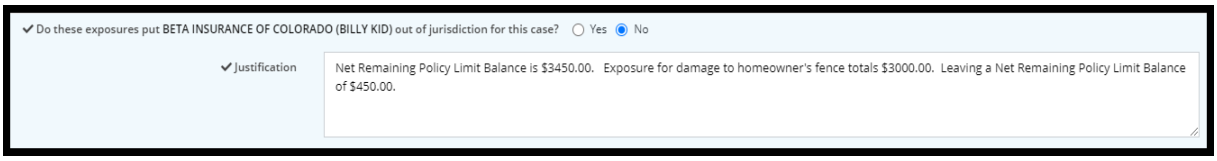
In the example above, the **Net Remaining Policy Limits Balance** is $3,450.00. There are two exposures:

- Damage to homeowner's fence $3,000.00 (**unpaid)**
- Rear damage to uninsured vehicle (**undetermined amount)**

If the only exposure was for damages to the homeowner's fence for $3,000.00, the case would remain in jurisdiction.

> Remaining Policy Limit amount of $3,450.00 would cover the $3,000.00 for the homeowner's fence, ruling the case **in jurisdiction.**

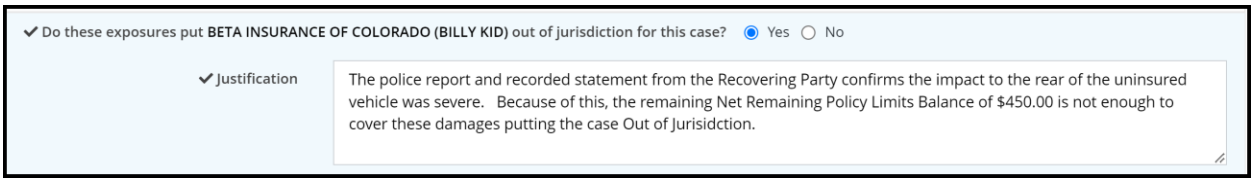
For cases **in jurisdiction**, select **No** to the following question and enter a **justification**.



However, in this example, the homeowner's fence is not the only exposure. There is a second exposure of undetermined amount for damages to an uninsured vehicle. When reviewing undetermined exposures, arbitrators will use their discretion to determine if the case is in or out of jurisdiction based on the description and supporting evidence. For example, in this scenario, the Net Remaining Policy Limits Balance is $450.00. Based on the evidence and description of

the second exposure (rear damages to uninsured vehicle), do you believe damages would exceed the remaining balance of $450.00? Applying your knowledge and industry expertise in this scenario is vital to ensure accurate outcomes.

If damages for the uninsured vehicle will exceed the Net Remaining Policy Limit Balance, select **Yes** and enter a **justification**. This case is now out of jurisdiction (OOJ). OOJ is a status that represents a filing to be excluded from compulsory arbitration's jurisdiction. A TRS filing with this status allows parties to resolve the dispute by other means.

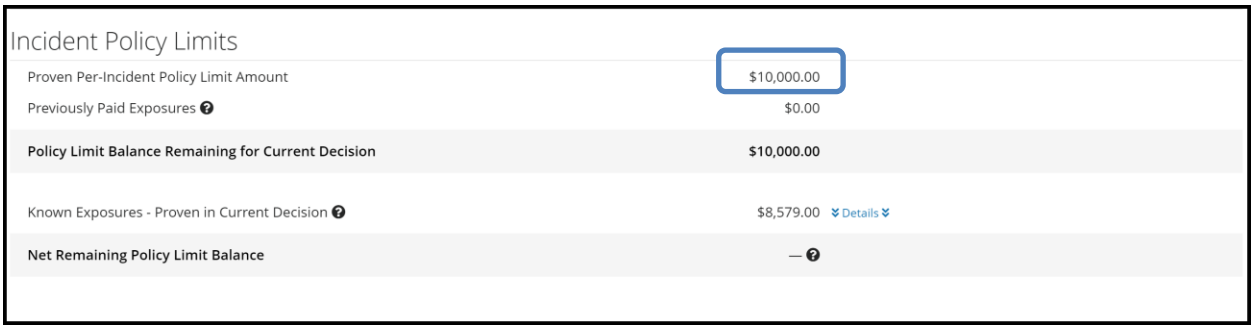


When additional exposures are added to a case, the Recovering Party's acceptance of policy limits will not determine if the case is in or out of Jurisdiction. Damages to all parties including additional exposures cannot exceed the **Net Remaining Policy Limits Balance**. If so, the case is out of jurisdiction regardless of who is willing to accept policy limits.

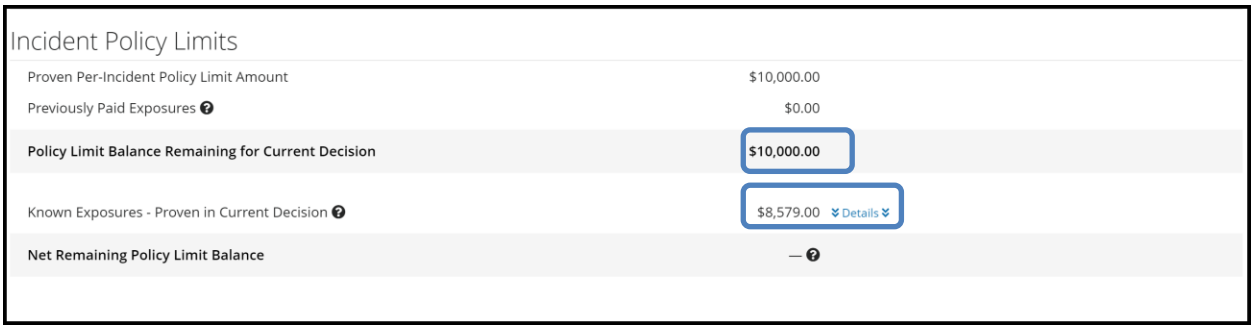
PIP and Med Pay Cases

In PIP and Med Pay cases, arbitrators will need to consider the Per-Person and Per-Incident Policy Limit amount to ensure accurate awards.

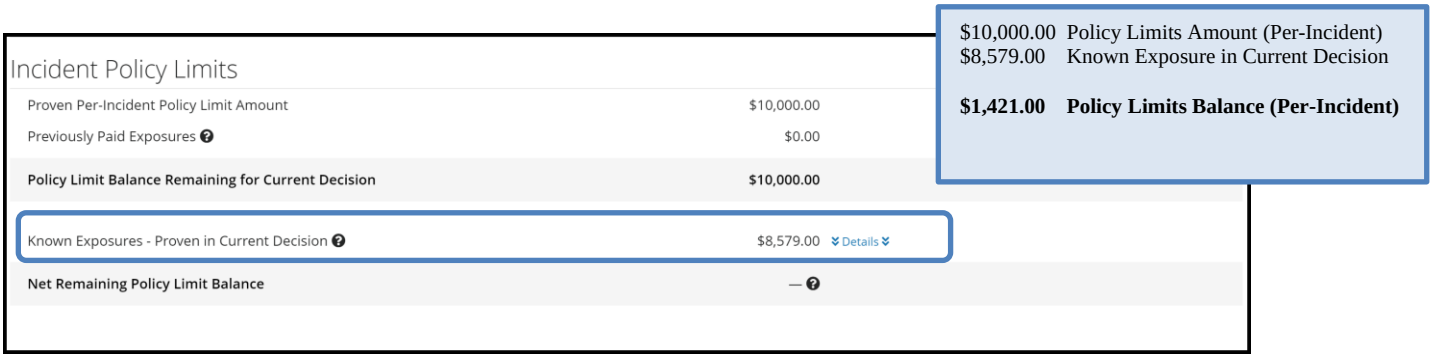
Start by reviewing the **Proven Per-Incident Policy Limit Amount**. In this example, the **Per-Incident Policy Limit Amount** is $10,000.



Next, compare the **Policy Limit Balance Remaining for Current Decision** to the **Known Exposures – Proven in Current Decision.**

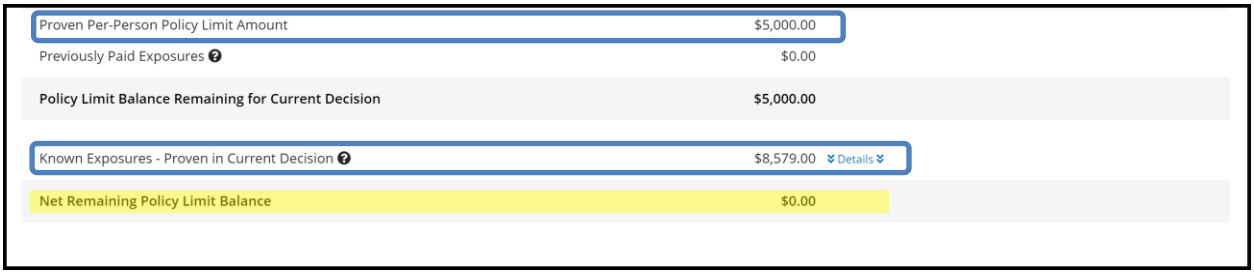


The example below shows one **Known Exposure** – **Proven in the Current Decision is $8,579.00**. At first glance, it appears there are enough limits to pay this injured party's claim.



However, if you look at the **Net Remaining Policy Limit Balance**, it indicates a negative balance.

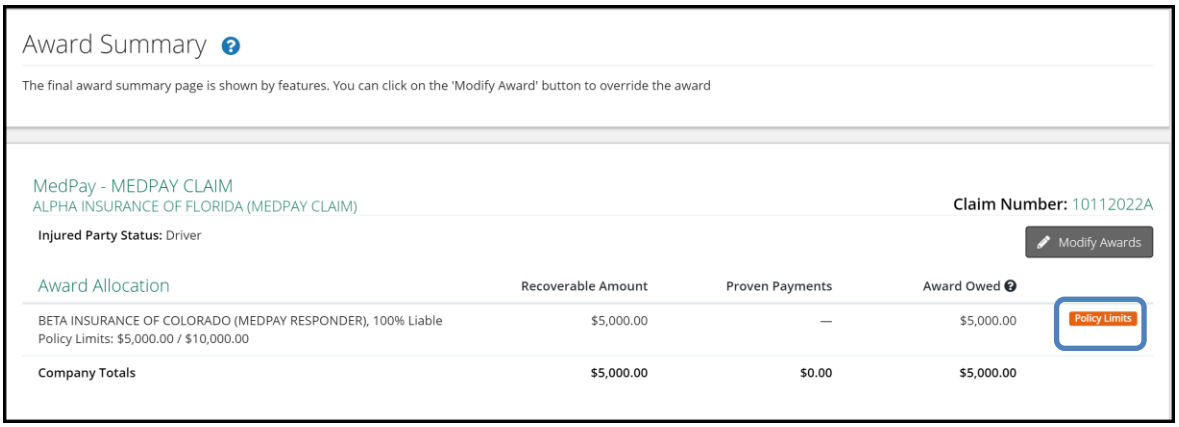
To ensure the award does not exceed the **Per-Person Policy Limit**, first review the **Proven Per-Person Policy Limit Amount**.



In the example above, the **Known Exposure – Proven in Current Decision is $8,579.00**. This amount is determined by the liability proven and damages accepted for the injured party. Because the known exposure (injured party) is more than the per-person policy limit, the **Net Remaining Policy Limit Balance is $0.00.** When this happens, arbitrators will verify if the Recovering Party accepts policy limits.

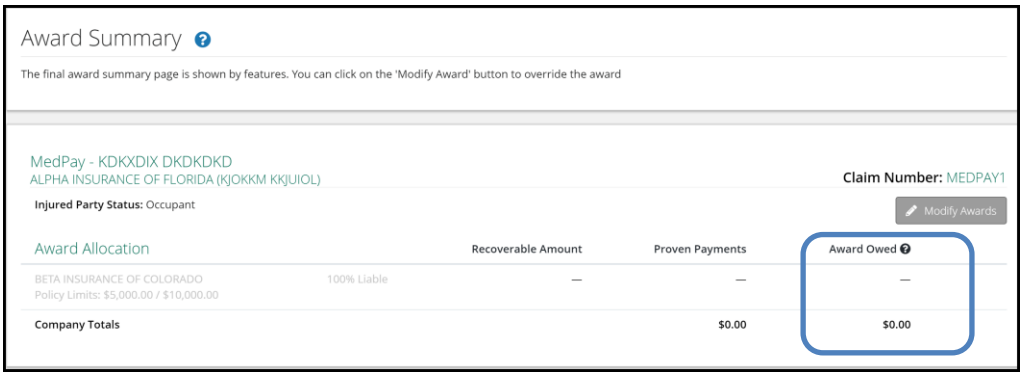
When policy limits are accepted, the **Policy Limit Distribution** section displays the **Exposures Proven in Current Decision** and **Recoverable Amount**.

From the **Award Summary** Workflow Step, TRS will automatically adjust the award to the **Per-Person Policy Limit Amount** as denoted by the orange Policy Limits icon.



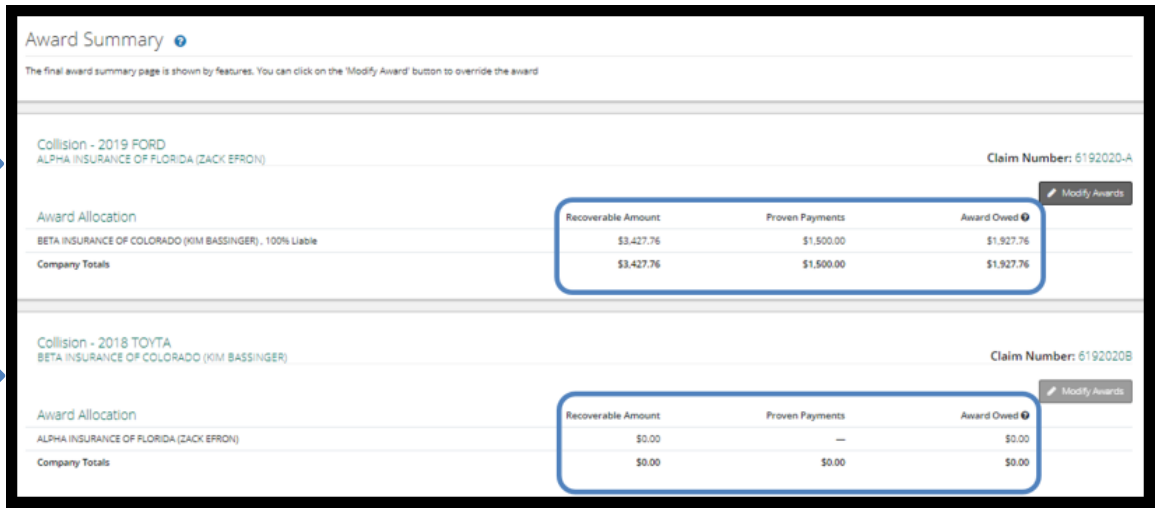
When policy limits are **not** accepted, TRS will automatically adjust the award to $0.00.

This is seen from the **Award Summary** Workflow Step.



Award Summary

The **Award Summary** page recaps the total award, broken down by feature. The breakdown itemizes the recoverable amount less any proven payments, resulting in the award owed.



Feature 1

Feature 2

Modify Award

Each feature includes a **Modify Awards** tab, which allows editing of the **Recoverable Amount**. A modification may be needed when the following are asserted/argued:

- Bailment: A change in possession of property without a change in ownership. The owner expects property returned in as good or better condition.
- Joint and Several Liability: When multiple parties can be held liable for the same event or act and be responsible for all restitution required.

- Front/rear damage allocation differs from liability awarded.

To modify an award, select the **Modify Awards** tab.

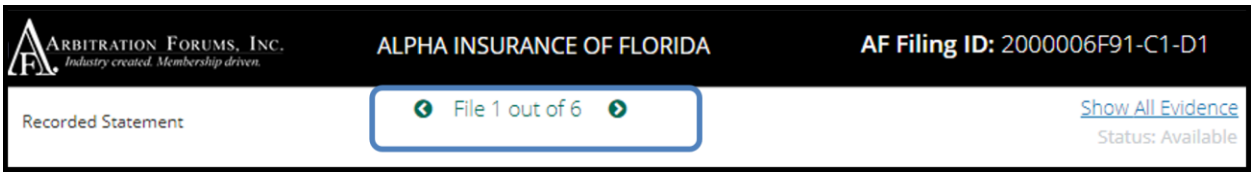
Enter the new amount in the **Recoverable Amount** field and provide a justification. To save your changes, select **Save Modifications**.

Review Evidence

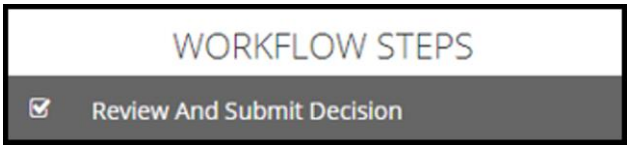
This page presents the opportunity to review the evidence files, and the comments made about the evidence. In so doing, you can verify that the comments correctly refer to the evidence it is associated with and that it correctly reflects your thoughts about that evidence item.

The **View All Evidence** tab opens all evidence items and displays them in one window.

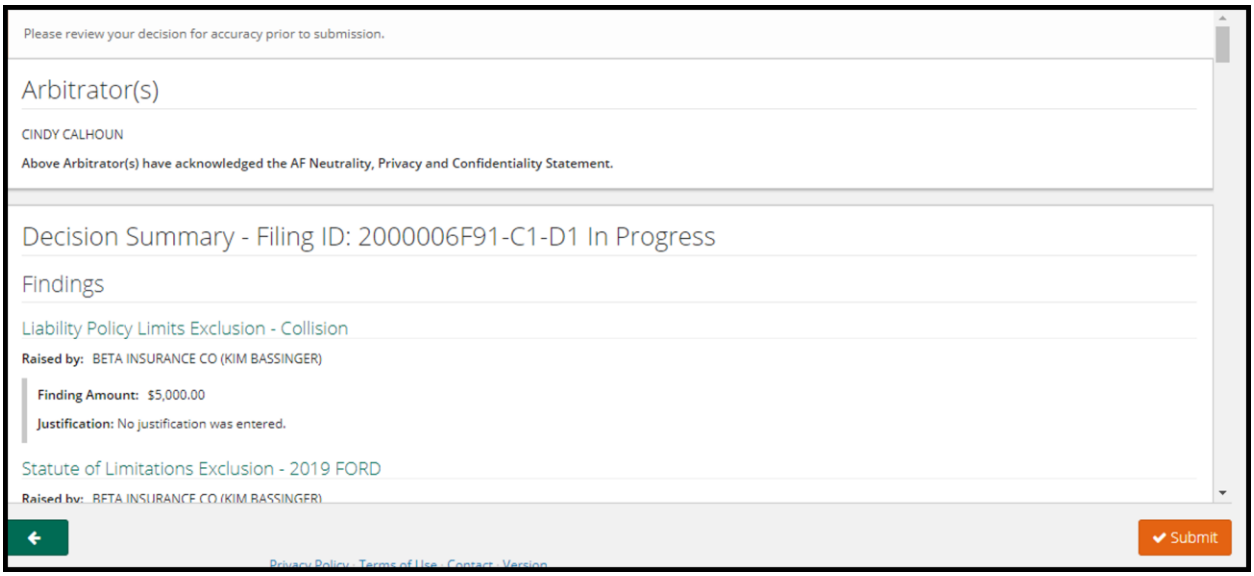
Use the arrows to transition through each evidence item on this page.



Review and Submit Decision



The final workflow step is to **Review and Submit Decision.** Review the decision for accuracy and select **Submit.**

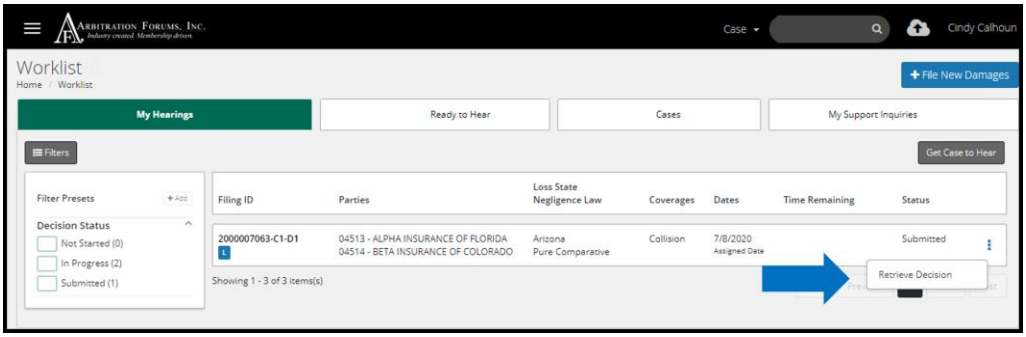


The decision has now been submitted.

Retrieve Decisions

Arbitrators will have two hours to retrieve a submitted decision to make changes. To do this, go to the arbitrator Worklist and find the submitted case.

From the blue ellipsis, select **Retrieve Decision**.

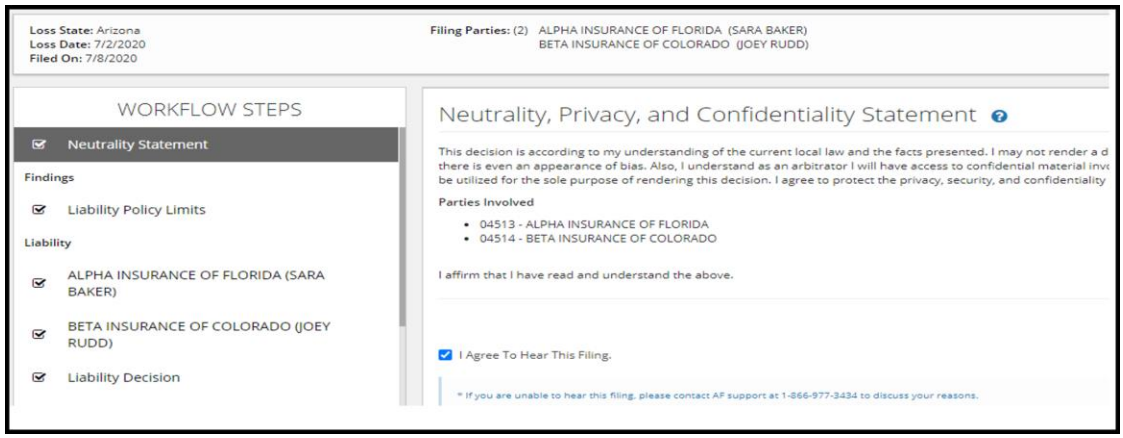


Retrieving the decision changes the status from submitted to **In Progress**.

From the blue ellipsis, select **Hear this Case**.

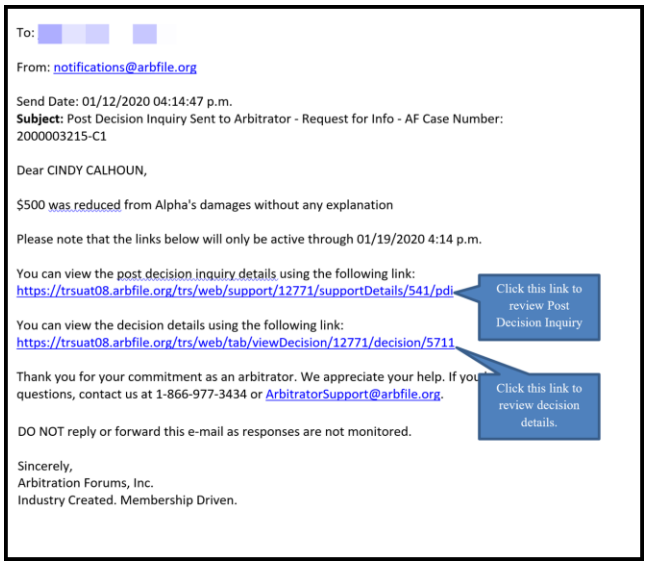
All the information entered from the previously submitted case is saved. Simply go to the workflow step and make changes, if desired.

Once completed, resubmit the decision.



How to Access Post-Decision Inquiries (PDIs)

When a member has questions about a decision, they create a post-decision inquiry (PDI). If a PDI has been created on a decision you made, the following email is sent to you:

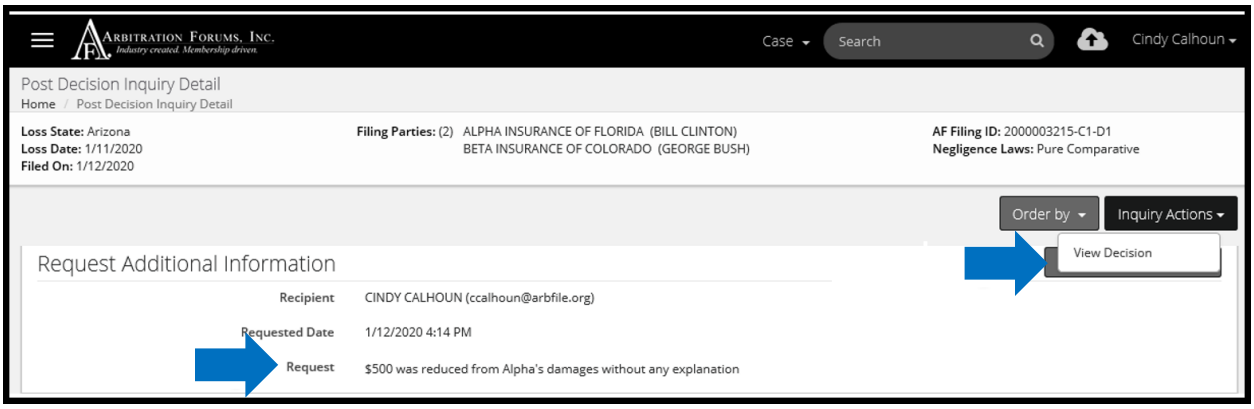


For timely handling of the post-decision inquiry (PDI), please respond to all requests within **24 hours** of receipt. For questions, please contact 1-866-977-3434 or send an email to arbitratorsupport@arbfile.org.

The email also indicates **not** to reply to or forward the email, as the mailbox is not monitored. To enter your decision, respond from within the TRS system.

Below are the steps on how to enter your post-decision inquiry response.

To respond to the inquiry, click the **PDI** link (noted above) that takes arbitrators to the following screen:

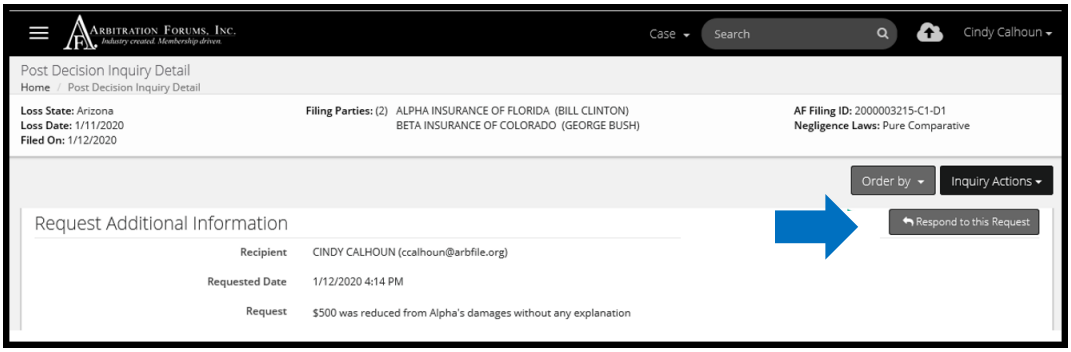


The **Request for Additional Information** screen provides the following details:

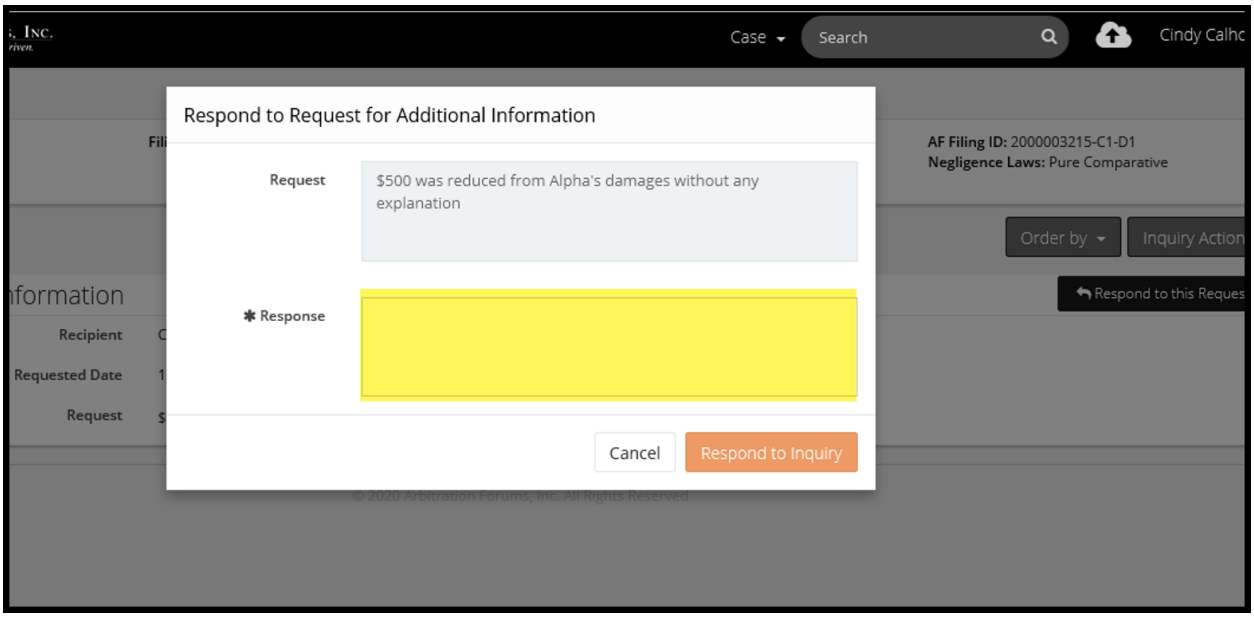
- **Recipient**: Provides the arbitrator's name
- **Requested Date:** Date the request was made
- **Request**: Provides the reason for the inquiry from the member

To begin, select the **View Decision** tab to review your initial decision.

After viewing the decision details, select the **Respond to this Request** tab to provide an additional explanation for this decision.



Enter additional information in the **Response** field (highlighted below), and then select **Respond to Inquiry**.



Arbitrator Support

For questions on how to complete the **TRS Arbitrator Hearing Workflow Steps**, please email or call us at 1-866-977-3434 or arbitratorsupport@arbfile.org.

Hearing Supplement Cases

Arbitration should not be filed until a claim is concluded. That said, AF realizes that supplemental damages may arise after an initial filing is submitted or heard.

When this occurs, the Responding Party is strongly encouraged to voluntarily reimburse the damages based on the initial liability decision. Arbitration may be filed, however, if the damages are disputed.

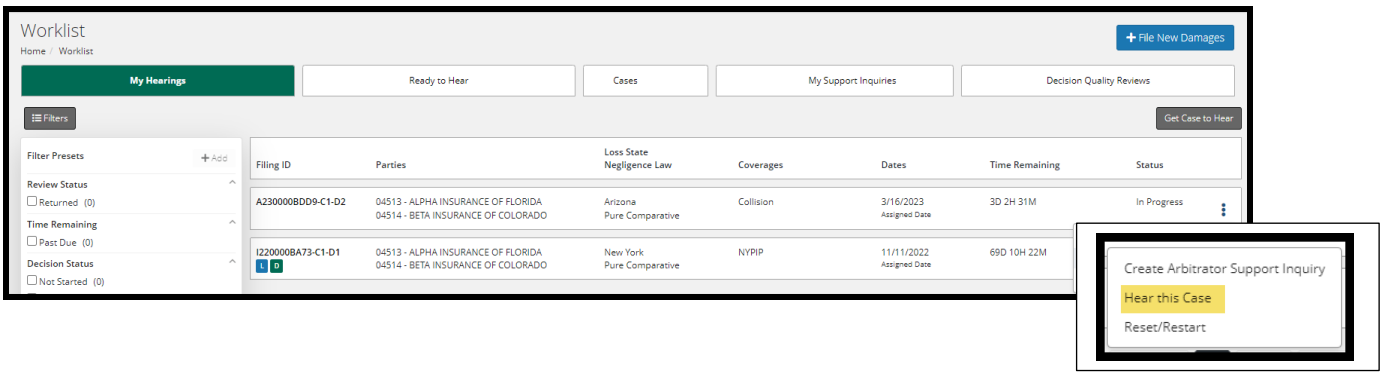
When damages are disputed by the Responding Party(ies), arbitrators will handle them in the same manner damage disputes are handled in the original case. To learn how to handle damage disputes, refer to the **Damage Disputes** section.

Rule 5-3 outlines when a company can file for supplement damages. Payments must be made on or after the initial filing submit date. It is also important to note that for new Auto filings, evidence submitted by the parties to support or dispute the supplement damages will be viewable by the parties. This is intended to facilitate and expedite settlement of the claim since, many times, a supplement demand is not sent.

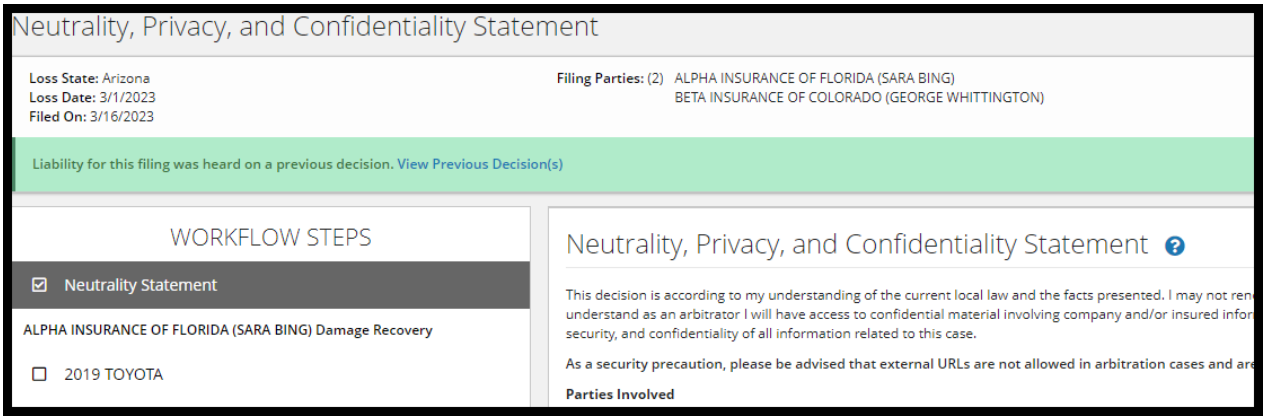
In all forums, the original liability decision is binding unto the parties. The sole issue for the arbitrator to consider in the new filing is the supplement damages.

The following provides step-by-step instructions for entering decisions on supplement filings.

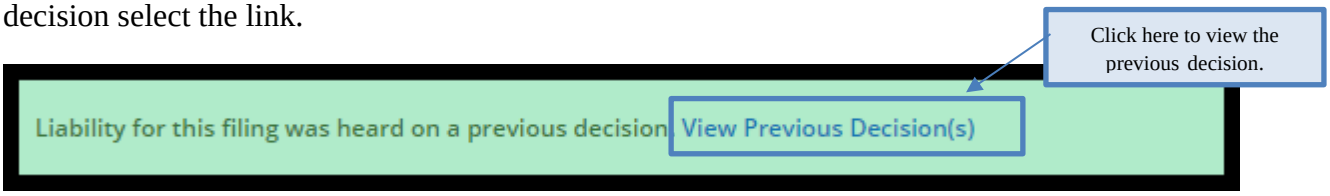
From the **My Hearings** tab, select **Hear this Case** from the blue ellipsis drop-down menu.



From the Neutrality, Privacy and Confidentiality Workflow Step, the following banner is present.

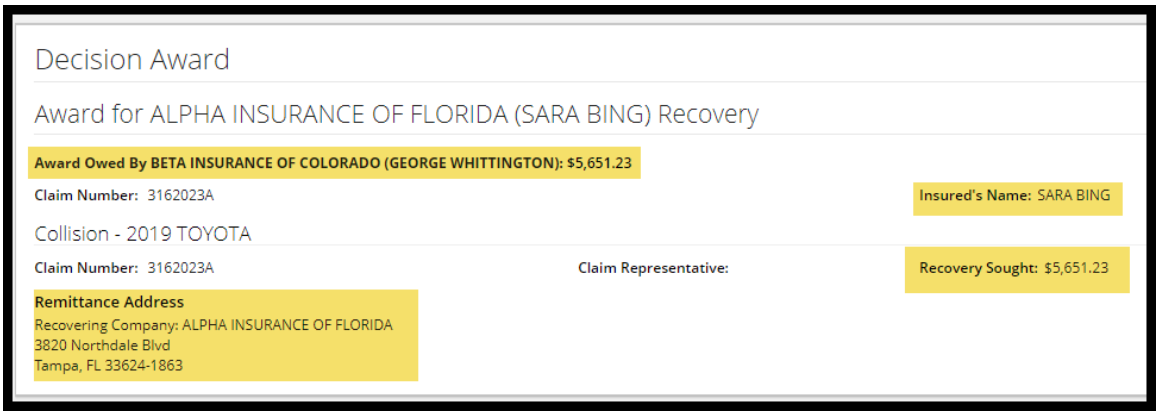


It indicates that liability for this filing was heard on a previous decision. To view the previous decision select the link.



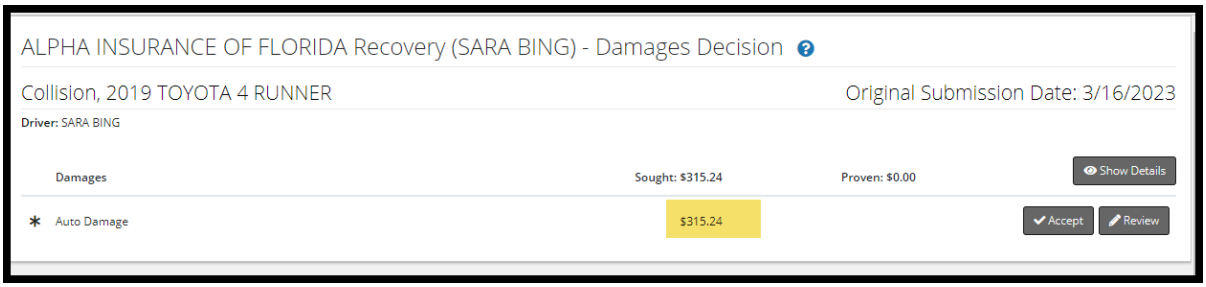
Review the original **Decision Award** and compare the award to the amount requested in the supplement filing. This is especially true when the Responding Party has entered a prior payment for an amount different than the supplement amount.

Errors applying credit for a prior payment are often made on supplemental filings when the payment is entered in error by the Responding Party and was actually payment of the prior arbitration award.

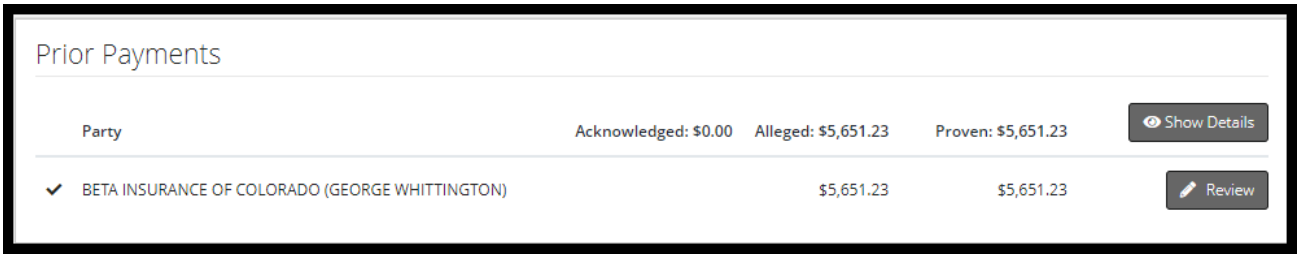


Here are some tips to ensure credit for the payment is not made in error.

The first indication of a problem is when the entered prior payment amount *exceeds* the supplemental damages sought. For example, the Recovering Party was initially awarded $5,651.23 (above) and seeks an additional $315.24 (below) in supplemental damages.



The Responding Party enters a prior payment of $5,651.23.



The fact that only $315.23 is sought should make you question if the $5,651.23 prior payment applies to the supplemental damages.

View the prior decision to determine if the award amount equals the amount of the prior payment entered on the supplemental filing. Do not apply the credit if it does. By reviewing the previous decision, errors in applying the credit for a prior payment can be avoided.