RULES OF NO-FAULT INSURANCE ARBITRATION PROCEDURE

(with amendments effective April 1, 2025)

RULES OF NO-FAULT INSURANCE ARBITRATION PROCEDURE

Rule 1. Purpose and Administration

a. The purpose of the Minnesota no-fault arbitration system is to promote the orderly and efficient administration of justice in this State. To this end, the Court, pursuant to Minnesota Statutes, section 65B.525, and in the exercise of its rule making responsibilities, does hereby adopt these rules. These rules are intended to implement the Minnesota No-Fault Act.

b. Arbitration under Minnesota Statutes, section 65B.525, shall be administered by a standing committee of not less than twelve members to be appointed by the Minnesota Supreme Court. Members shall be appointed for a four-year term commencing on January 1, with at least three members' terms expiring each year. No member shall serve more than two full terms and any partial term.

c. The day-to-day administration of arbitration under Minnesota Statutes, section 65B.525, shall be by an arbitration organization designated by the Standing Committee with the concurrence of the Supreme Court. The administration shall be subject to the continuing supervision of the Standing Committee.

(Amended effective January 1, 2019.)

Rule 2. Appointment of Arbitrator

The Standing Committee may conditionally approve and submit to the arbitration organization nominees to the panel of arbitrators quarterly in March, June, September and December of each year, commencing March 1988. These nominees then may be included in the panel of arbitrators that the Standing Committee shall nominate annually for approval by the Supreme Court. The panel appointed by the Supreme Court shall be certified by the Standing Committee to the arbitration organization.

Rule 3. Name of Tribunal

Any tribunal constituted by the parties for the settlement of their dispute under these rules shall be called the Minnesota No-Fault Arbitration Tribunal.

Rule 4. Administrator

When parties agree to arbitrate under these rules, or when they provide for arbitration by the arbitration organization and an arbitration is initiated thereunder, they thereby constitute the arbitration organization for the administrator of the arbitration.

(Amended effective March 1, 2016.)

Rule 5. Initiation of Arbitration

a. Mandatory Arbitration (for claims of $10,000 or less at the commencement of arbitration). At such time as the respondent denies a claim, the respondent shall advise the claimant of claimant's right to demand arbitration.

b. Nonmandatory Arbitration (for claims over $10,000). At such time as the respondent denies a claim, the respondent shall advise the claimant whether or not it is willing to submit the claim to arbitration.

c. All Cases. In all cases the respondent shall also advise the claimant that information on arbitration procedures may be obtained from the arbitration organization, giving the arbitration organization's current address and email address. On request, the arbitration organization will provide a claimant with a petition form for initiating arbitration together with a copy of these rules. Arbitration is commenced by the filing of the signed form, together with the required filing fee, with the arbitration organization. If the claimant asserts a claim against more than one insurer, claimant shall so designate upon the arbitration petition. In the event that a respondent claims or asserts that another insurer bears some or all of the responsibility for the claim, respondent shall file a petition identifying the insurer and setting forth the amount of the claim that it claims is the responsibility of another insurer. Regardless of the number of respondents identified on the claim petition, the claim is subject to the jurisdictional limits set forth in Rule 6.

d. Denial of Claim. If a respondent fails to respond in writing within 30 days after reasonable proof of the fact and the amount of loss is duly presented to the respondent, the claim shall be deemed denied for the purpose of activating these rules.

e. Commencement Notice. The claimant shall simultaneously provide a copy of the petition and any supporting documents to the respondent and arbitration organization. The arbitration organization shall provide notice to the parties of the commencement of the arbitration. The filing date for purposes of the 30-day response period shall be the date of the arbitration organization's commencement notice.

f. Itemization of Claim. At the time of filing the arbitration form, or within 30 days after, the claimant shall file an itemization of benefits claimed and supporting

documentation. Medical and replacement services claims must detail the names of providers, dates of services claimed, and total amounts owing. Income-loss claims must detail employers, rates of pay, dates of loss, method of calculation, and total amounts owing.

g. Insurer's Response. Within 30 days after receipt of the itemization of benefits claimed and supporting documentation from claimant, respondent shall serve a response to the petition setting forth all grounds upon which the claim is denied and accompanied by all documents supporting denial of the benefits claimed. At the time of serving its response to the petition, respondent shall serve any objection to the hearing format claimant selected and any objection to claimant's listed residential address at the time claimant filed the petition. Failure to object to the hearing format requested or the residential address used in the petition within 30 days constitutes waiver of any such objections.

(Amended effective December 30, 2022.)

Standing Committee Comments (2015)

The addition of an e-mail address, in Rule 5(c), is consistent with the trend of facilitating electronic communication. The term "executed" is removed from Rule 5(c) to avoid redundancy.

The purpose of the change in Rule 5(e) is to streamline the filing process and provide a clear "filing date" for purposes of Rule 5(g), the Insurer's Response.

The rules consistently use "arbitration organization" when referring to the administrator.

Rule 6. Jurisdiction in Mandatory Cases

By statute, mandatory arbitration applies to all claims for no-fault benefits or comprehensive or collision damage coverage where the total amount of the claim, at the commencement of arbitration, is in an amount of $10,000 or less. In cases where the amount of the claim continues to accrue after the petition is filed, the arbitrator shall have jurisdiction to determine all amounts claimed including those in excess of $10,000.

If the claimant waives a portion of the claim in order to come within the $10,000 jurisdictional limit, the claimant must specify within 30 days of filing the claims in excess of the $10,000 being waived.

(Amended effective March 1, 2016.)

Rule 7. Notice

Upon the filing of the petition form, the arbitration organization shall send notice to the other party together with a request for payment of the filing fee.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

The claimant is the only party who may file a petition for No-Fault arbitration. In order to avoid confusion, the language "by either party" was removed.

Under Rule 5(e), the claimant will not be responsible to furnish a copy of the petition to the respondent.

The 20-day notification requirement was removed as it does not serve a necessary purpose.

Rule 8. Selection of Arbitrator and Challenge Procedure

The arbitration organization shall send simultaneously to each party to the dispute an identical list of four names of persons randomly chosen from the panel of arbitrators who have agreed to serve within a 50-mile radius of claimant's residence at the time of the filing of the petition. If the claimant resides outside the state of Minnesota, the list of names shall be chosen from the panel of arbitrators who have agreed to serve within a 50-mile radius of the Minnesota Judicial Center in Ramsey County, Minnesota, where the Minnesota Supreme Court is chambered.

Each party to the dispute shall have seven business days from the date of transmission in which to cross out a maximum of one name objected to, number the remaining names in order of preference, and return the list to the arbitration organization. In the event of multiparty arbitration, the arbitration organization may increase the number of potential arbitrators and divide the strikes so as to afford an equal number of strikes to each adverse interest. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

One of the persons who have been approved on both lists shall be invited by the arbitration organization to serve in accordance with the designated order of the mutual preference. Any objection to an arbitrator based on the arbitrator's post-appointment disclosure must be made within seven business days from the date of transmission of the arbitrator disclosure form. Failure to object to the appointed arbitrator based upon the post-appointment disclosure within seven business days constitutes waiver of any objections based on the post-appointment disclosure, subject to the provisions in Rule 10. An

objection to a potential arbitrator shall be determined initially by the arbitration organization, subject to appeal to the Standing Committee.

If an acceptable arbitrator is unable to act, or for any other reason the appointment cannot be made from the submitted list, the arbitration organization shall have the power to make the appointment from among other members of the panel without the submission of additional lists. If any arbitrator should resign, be disqualified, or unable to perform the duties of the office, the arbitration organization shall appoint another arbitrator from the no-fault panel to the case.

(Amended effective December 30, 2022.)

Standing Committee Comments (2015)

The change in language is consistent with the trend of facilitating electronic communications.

Rule 9. Notice to Arbitrator of Appointment

Notice of the appointment of the neutral arbitrator, whether appointed mutually by the parties or by the arbitration organization, shall be transmitted to the arbitrator by the arbitration organization and the signed acceptance of the arbitrator shall be filed with the arbitration organization prior to the opening of the first hearing.

(Amended effective March 1, 2016.)

Rule 10. Qualification of Arbitrator and Disclosure Procedure

a. Every member of the panel shall be a licensed attorney at law of this state or a retired attorney or judge in good standing. A lawyer is in good standing if the lawyer meets the qualifications for "active status" or "inactive status" under Rule 2.A or 2.B of the Rules of the Supreme Court on Lawyer Registration. Requirements for qualification as an arbitrator shall be:

(1) at least 5 years in practice in this state;

(2) at least one-quarter, based upon a five (5) year average, of the attorney's practice is with auto insurance claims or, for an attorney not actively representing clients, at least one-quarter, based upon a five (5) year average, of an ADR practice is with motor vehicle claims or no-fault matters;

(3) completion of an arbitrator training program approved by the No-Fault Standing Committee prior to appointment to the panel;

(4) at least three CLE hours on no-fault issues within the reporting period; and

(5) arbitrators will be required to re-certify each year, confirming at the time of recertification that they continue to meet the above requirements.

b. No person shall serve as an arbitrator in any arbitration in which he or she has a financial or personal conflict of interest. Under procedures established by the Standing Committee and immediately following appointment to a case, every arbitrator shall be required to disclose any circumstances likely to create a presumption or possibility of bias or conflict that may disqualify the person as a potential arbitrator. Every arbitrator shall supplement the disclosures as circumstances require. The fact that an arbitrator or the arbitrator's firm represents automobile accident claimants against insurance companies or self-insureds, including the respondent, does not create a presumption of bias. It is a financial conflict of interest if, within the last year, the appointed arbitrator or the arbitrator's firm has been hired by the respondent to represent the respondent or respondent's insureds in a dispute for which the respondent provides insurance coverage. It is a financial conflict of interest if the appointed arbitrator received referrals within the last year from officers, employees or agents of any entity whose bills are in dispute in the arbitration or the arbitrator's firm has received such referrals.

c. If an arbitrator has been certified and has met the requirements of subdivision (a) for the past five years but becomes ineligible for certification under Rule 10(a) due to retirement or change in practice, the arbitrator may continue to seek annual certification for up to five years from the date of practice change, and for a retired attorney or judge serving as an arbitrator, at any time, if the following requirements are satisfied:

The arbitrator completes and files an annual No-Fault Arbitrator Recertification form which certifies that:

1. He or she is an attorney licensed to practice law in Minnesota and is in good standing or a retired attorney or judge in good standing;

2. He or she has retained current knowledge of the Minnesota No-Fault Act (Minn. Stat. §§ 65B.41-65B.71), Minnesota appellate court decisions interpreting the Act, the Minnesota No-Fault Arbitration Rules, and the Arbitrators' Standards of Conduct; and

3. He or she has attended at least three CLE hours on no-fault issues within the reporting period, regardless of whether he or she is in CLE active or inactive status.

The rules regarding bias and conflict of interest as set forth in subdivision (b) remain applicable to arbitrators who are recertified under this subdivision (c).

(Amended effective April 18, 2022.)

Standing Committee Comments (2015)

The conflict-of-interest disclosure requirements in Rule 10 have been broadened to promote accountability and fairness. To ensure prompt and inexpensive arbitration with the limited number of available no-fault arbitrators, the disclosure requirements are not as broad as the requirements of the Uniform Arbitration Act. See Minn. Stat. § 572B.12(a).

Mandatory no-fault arbitration is different from voluntary arbitration governed by the Uniform Arbitration Act. No-fault arbitration is intended to promptly resolve relatively small claims for insurance coverage. See Rule 1 and Minn. Stat. § 65B.42. Unlike arbitrators appointed under the Uniform Arbitration Act, no-fault arbitrators are approved by the standing committee and the Supreme Court, based on their willingness and experience with no-fault matters. This necessarily limits the number of no-fault arbitrators.

A change is made in Rule 10(a) to promote consistency between 10(a) and 10(c) in the CLE requirement.

The removal of the phrase, "is aware," in Rule 10(b), adds a greater responsibility to ensure that a complete disclosure is made, as well as is now prohibited as a financial conflict.

The inclusion of "licensure" in Rule 10(c) provides a clear definition of what constitutes a retired arbitrator and when the five-year limit in Rule 10(c) begins to run.

Rule 11. Vacancies

If for any reason an arbitrator should be unable to perform the duties of the office, the arbitration organization may, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in accordance with the applicable provisions of these rules.

(Amended effective March 1, 2016.)

Rule 12. Discovery, Motions, and Applications.

a) Discovery

The voluntary exchange of information is encouraged. Formal discovery is discouraged except that a party is entitled to the following within 30 days of receipt of the request:

1. exchange of medical reports;
2. medical authorizations directed to all medical providers consulted by the claimant in the seven years prior to the accident;

3. employment records and authorizations for two years prior to the accident, when wage loss is in dispute;
4. supporting documentation required under No-Fault Arbitration Rule 5; and
5. other exhibits to be offered at the hearing.

However, upon application and good cause shown by any party, the arbitrator may permit any discovery allowable under the Minnesota Rules of Civil Procedure for the District Courts. Any medical examination for which the respondent can establish good cause shall be completed within 90 days following the commencement of the case unless extended by the arbitrator for good cause.

The Minnesota Rules of Civil Procedure shall apply to claims for comprehensive or collision damage coverage.

b) Motions and Applications

Motions and Applications are discouraged. No prehearing motion or application may be submitted by any party for consideration until:

1. The parties have conferred either in person, or by telephone, or in writing in an attempt to resolve their differences. The moving/applying party shall initiate the conference. The moving/applying party shall include with its moving/application papers a certification that the movant/applicant has conferred with the other party and which states the outcome of that conference;
2. An arbitrator has been appointed in accordance with Rule 8; and
3. The fees required by Rule 40(a) have been deposited with the arbitration organization.

If a party, or an officer, director, employee, or managing agent of a party fails to obey an order issued by the arbitrator, the arbitrator may issue such orders in regard to the failure as are just, and among others, those authorized by Minn. R. Civ. P. 37.02(b)(1)-(3). However, where the failure to comply is with an order for a medical examination that requires a party to produce another for the examination, orders authorized by Minn. R. Civ. P. 37.02(b)(1)-(3) shall not be available if the party failing to comply shows that the party is unable to produce such person for examination.

Consistent with Rule 32, an arbitrator shall not award attorney's fees to any party.

(Amended effective February 1, 2020.)

Standing Committee Comment (2019)

No-Fault Arbitration is intended to be a "speedy, informal and relatively inexpensive procedure for resolving controversies." Western National Ins. Co. v. Thompson, 797 N.W.2d 201, 205 (Minn. 2011); Weaver v. State Farm Ins. Companies, 609 N.W.2d 878, 884 (Minn. 2000). However, prehearing motion practice has been increasing. This has increased administrative work for the arbitration organization, bogged down the efficient processing of filed arbitrations, and has caused arbitrators to expend extra time and resources to analyze the motions and submissions, conduct prehearing legal research and file review, and issue rulings. It has also increased the work and time of the parties to the arbitration. The addition of the part (b) language to the Rule will reaffirm that motion practice is discouraged and stem prehearing motion practice by requiring conditions be met before submitting a prehearing motion, other than for postponement. The conditions are 1) a meet and confer requirement consistent with Minn. R. Civ. P. 37.01(b) and Minn. Gen. R. Pract. 115.10; 2) the deposit of a motion fee by all parties to the motion from which the arbitration organization and the arbitrator will be compensated; and 3) preventing the filing of any motion prior to the appointment of an arbitrator. The additional language also provides the arbitrator with authority to enforce the arbitrator's orders, consistent with Minn. R. Civ. P. 37.02(b)(1)-(3) and the authorities interpreting the same. However, consistent with No-Fault Rule 32, attorney's fees shall not be awarded to any party. Added to part (a) of the Rule is language that parties are entitled to the five Rule 12 items within 30 days of a receipt of a request.

Rule 13. Withdrawal

A claimant may withdraw a petition up until 10 days prior to the hearing, thereafter the consent of the respondent shall be required. The claimant will be responsible for the arbitrator's fee, if any, upon withdrawal. If the petition is withdrawn after a panel of arbitrators is submitted and if the claimant shall file another petition arising from the same accident against the same insurer, the same panel of arbitrators shall be resubmitted to the claimant and the respondent. If the petition is withdrawn after the arbitrator is selected and if the claimant shall file another petition arising from the same accident against the same insurer, the same arbitrator who was earlier assigned shall be reassigned. The claimant who withdraws a petition shall be responsible for all parties' filing fees incurred upon the refiling of the petition.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

The addition codifies the current practice.

Rule 14. Date, Time, Format, Venue, and Place of Arbitration

An informal arbitration hearing will be held in one of the following formats: in-person, teleconference, videoconference, other electronic medium, or documents only. The arbitrator may fix the date, time, format, and place for the hearing. In person hearings will be in the arbitrator's office or some other appropriate place within a 50-mile radius of the claimant's Minnesota residence as of the date of filing of the petition, or within Ramsey County, Minnesota, if the claimant resides outside the state of Minnesota as of the date of filing of the petition.

Notwithstanding the format or physical location of an in-person hearing, venue of the arbitration hearing shall be the county of the claimant's residence as of the date of filing of the petition. If the claimant resides outside the state of Minnesota as of the date of filing of the petition, the venue of the arbitration proceedings shall be Ramsey County, Minnesota, where the Minnesota Supreme Court is chambered. Any appeal or judicial review to the district courts shall be to the Minnesota district court of the county in which venue of the arbitration is established under this rule.

At least 14 days prior to the hearing, the arbitration organization shall transmit notice thereof to each party or to a party's designated representative. Notice of hearing may be waived by any party.

When an arbitration hearing has been scheduled for a day certain, the courts of the state shall recognize the date as the equivalent of a day certain court trial date in the scheduling of their calendars.

(Amended effective December 30, 2022.)

Standing Committee Comments (2015)

Switching the order of the second and third sentences promotes consistency.

Rule 15. Postponements

The arbitrator, for good cause shown, may postpone any hearing upon the request of a party or upon the arbitrator's own initiative, and shall also grant such postponement when all of the parties agree thereto. The party requesting a postponement will be billed for the cost of the rescheduling; if, however, the arbitrator determines that a postponement was necessitated by a party's failure to cooperate in providing information required under Rule 5 or Rule 12, the arbitrator may assess the rescheduling fee to that party.

Rule 16. Representation

Any party may be represented by counsel or other representative named by that party. A party intending to be so represented shall notify the other party and the arbitration organization of the name, mailing address, and email address of the representative at least three days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates an arbitration or responds for a party, notice is deemed to have been given.

If counsel or other representative named by the claimant withdraws from representation of any pending matter, the claim shall be dismissed, unless the claimant advises the arbitration organization of the intention to proceed pro se or a replacement counsel or representative is named within 30 days of the sending of the notice of withdrawal.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

The amendment in the first paragraph is consistent with the trend of facilitating electronic communications. A similar change has been recommended to the Rules of Civil Procedure.

There have been an increasing number of representatives withdrawing from representation of claimants. This has resulted in a number of unresponsive or unreachable pro se claimants. The language added as the second paragraph of this rule will provide a clear process to follow, for arbitrators, the arbitration organization, and pro se claimants in the event of a withdrawal.

Rule 17. Stenographic Record

Any party desiring an audio or stenographic record shall make arrangements directly with a stenographer and shall notify the other party of these arrangements at least 24 hours in advance of the hearing. The requesting party or parties shall pay the cost of the record. If the transcript is agreed by the parties to be, or determined by the arbitrator to be, the official record of the proceeding, it must be made available to the arbitrator and to the other parties for inspection, at a date, time, and place determined by the arbitrator.

(Amended effective March 1, 2016.)

Rule 18. Interpreters

Any party desiring an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service. The arbitrator may assess the cost of an interpreter pursuant to Rule 42.

Interpreters must be independent of the parties, counsel, and named representatives. All interpreters must abide by the Code of Professional Responsibility for Interpreters in the Minnesota State Court System.

(Amended effective March 1, 2016.)

Rule 19. Attendance at Hearing

The arbitrator shall maintain the privacy of the hearings. Any person having a direct interest in the arbitration is entitled to attend hearings. The arbitrator shall otherwise have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness.

Rule 20. Oaths

Arbitrators, upon accepting appointment to the panel, shall take an oath or affirmation of office. The arbitrator may require witnesses to testify under oath or affirmation.

Rule 21. Order of Proceedings and Communication with Arbitrator

The hearing shall be opened by the recording of the date, time, and place of the hearing, and the presence of the arbitrator, the parties, and their representatives, if any. Either party may make an opening statement regarding the claim. The claimant shall then present evidence to support the claim. The respondent shall then present evidence supporting the defense. Witnesses for each party shall submit to questions or other examination. The arbitrator has the discretion to vary this procedure, but shall afford a full and equal opportunity to all parties for the presentation of any material and relevant evidence. Exhibits, when offered by either party, may be received in evidence by the arbitrator.

The names and addresses of all witnesses and description of the exhibits in the order received shall be made part of the record. There shall be no direct communication between the arbitrator and the parties other than at the hearing, unless otherwise advised by the arbitration organization or by agreement of the parties and arbitrator. However, an arbitrator may directly contact the parties, but such communication is limited to administrative matters. Any direct communication between the arbitrator and parties must be conveyed to the arbitration organization, except communications at the hearing. Pre-hearing exhibits can be sent directly to the arbitrator, delivered in the same manner and at

the same time to the opposing party. Parties are encouraged to submit any pre-hearing exhibits at least 24 hours in advance of the scheduled hearing. If the exhibits are not provided to opposing counsel and the arbitrator at least 24 hours before the hearing or if the exhibits contain new information and opposing counsel has not had a reasonable amount of time to review and respond to the information, the arbitrator may hold the record open until the parties have had time to review and respond to the material or reconvene the arbitration at a later date. Any other oral or written communication from the parties to the arbitrator shall be directed to the arbitration organization for transmittal to the arbitrator.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

The inclusion of the additional language will expedite administration.

Rule 22. Arbitration in the Absence of a Party or Representative

Unless the law provides to the contrary, the arbitration may proceed in the absence of any party or representative who, after due notice, fails to be present or fails to obtain a postponement. An award shall not be made solely on the default of a party. The arbitrator shall require the party who is present to submit such evidence as the arbitrator may require for the making of an award.

Rule 23. Witnesses, Subpoenas and Depositions

a. Through the arbitration organization, the arbitrator may, on the arbitrator's initiative or at the request of any party, issue subpoenas for the attendance of witnesses at the arbitration hearing or at such deposition as ordered under Rule 12, and the production of books, records, documents and other evidence. The subpoenas so issued shall be served, and upon application to the district court by either party or the arbitrator, enforced in the manner provided by law for the service and enforcement of subpoenas for a civil action.

b. All provisions of law compelling a person under subpoena to testify are applicable.

c. Fees for attendance as a witness shall be the same as for a witness in the district courts.

Rule 24. Evidence

The parties may offer such evidence as they desire and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the issues. The arbitrator shall be the judge of the relevancy and materiality of any evidence

offered, and conformity to legal rules of evidence shall not be necessary. The parties shall be encouraged to offer, and the arbitrator shall be encouraged to receive and consider, evidence by affidavit or other document, including medical reports, statements of witnesses, officers, accident reports, medical texts and other similar written documents that would not ordinarily be admissible as evidence in the courts of this state. In receiving this evidence, the arbitrator shall consider any objections to its admission in determining the weight to which he or she deems it is entitled.

Rule 25. Close of Hearing

The arbitrator shall specifically inquire of all parties as to whether they have any further evidence. If they do not, the arbitrator shall declare the hearing closed. If briefs or documents are to be filed, the hearing shall be declared closed as of the final date set by the arbitrator for the receipt of said documents. The time limit within which the arbitrator is required to make his or her award shall commence to run upon the close of the hearing.

(Amended effective March 1, 2016.)

Rule 26. Re-opening the Hearing

At any time before the award is made, a hearing may be reopened by the arbitrator on the arbitrator's own motion, or upon application of a party for good cause shown.

Rule 27. Waiver of Oral Hearing

The parties may provide, by written agreement, for the waiver of oral hearings in any case. If the parties are unable to agree as to the procedure, the arbitration organization shall specify a fair and equitable procedure.

Rule 28. Extensions of Time

The parties may modify any period of time by mutual agreement. The arbitration organization or the arbitrator may for good cause extend any period of time established by these rules, except the time for making the award. The arbitration organization shall notify the parties of any extension.

Rule 29. Serving of Notice

Each party waives the requirements of Minn. Stat. § 572B.20 and shall be deemed to have agreed that any notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection herewith including application for the confirmation, vacation, modification, or correction of an award issued hereunder as provided in Rule 38; or for the entry of judgment on any award made under

these rules may be served on a party by mail or electronic means addressed to the party or its representative at the last known address or by personal service, in or outside the state where the arbitration is to be held, provided that reasonable opportunity to be heard with regard thereto has been granted to the party.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

The term "electronic means" was added to the first paragraph, therefore the entire second paragraph is redundant.

Rule 30. Time of Award

The award shall be made promptly by the arbitrator, unless otherwise agreed by the parties or specified by law, no later than 30 days from the date of closing the hearing, or if oral hearings have been waived, from the date of the arbitration organization's transmittal of the final statements and proofs to the arbitrator. In the event the 30th day falls on a weekend or federal holiday, the award shall be made no later than the next business day.

(Amended effective March 1, 2016.)

Rule 31. Form of Award

The award shall be in writing and shall be signed by the arbitrator. It shall be executed in the manner required by law.

Rule 32. Scope of Award

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable consistent with the Minnesota No-Fault Act. The arbitrator may, in the award, include arbitration fees, expenses, rescheduling fees and compensation as provided in Rules 39, 40, 41 and 42 in favor of any party and, in the event that any administrative fees or expenses are due the arbitration organization, in favor of the arbitration organization, except that the arbitrator must award interest when required by Minn. Stat. § 65B.54. The arbitrator may not, in the award, include attorneys fees for either party.

Given the informal nature of no-fault arbitration proceedings, the no-fault award shall not be the basis for a claim of estoppel or waiver in any other proceeding.

Rule 33. Delivery of Award to Parties

The award may be delivered to the parties or their representatives by the arbitration organization by mail, electronic means, personal service, or any other manner permitted by law.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

References to copies are removed because in an electronic environment, the concepts "original" and "copy" are often without meaning.

Rule 34. Waiver of Rules

Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection thereto in writing shall be deemed to have waived the right to object.

Rule 35. Interpretation and Application of Rules

The arbitrator shall interpret and apply these rules insofar as they relate to the arbitrator's powers and duties. All other rules shall be interpreted by the arbitration organization.

Rule 36. Release of Documents for Judicial Proceedings

The arbitration organization shall, upon the written request of a party, furnish to the party, at its expense, certified copies of any documents in the arbitration organization's possession that may be required in judicial proceedings relating to the arbitration.

The arbitration organization shall not release documents that are privileged or otherwise protected by law from disclosure. This includes, but is not limited to, any notes, memoranda, or drafts thereof prepared by the arbitrator or employee of the arbitrator that were used in the process of preparing the award, and any internal communications between members of the standing committee made as part of the committee's deliberative process.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

The No-Fault Standing Committee concluded that some documents and communications are privileged and are therefore protected from disclosure. The language is based on Rule 45.03(c) of the Minnesota Rules of Civil Procedure,

which limits the use of subpoenas to compel disclosure of privileged material, and upon Rule 4, subd. 1(c) of the Rules of Public Access to Records of the Judicial Branch, which provides that judicial work product is not accessible to the public.

Rule 37. Applications to Court and Exclusion of Liability

a. No judicial proceedings by a party relating to the subject matter of the arbitration shall be deemed a waiver of the party's right to arbitrate.

b. Neither the arbitration organization nor any arbitrator in a proceeding under these rules can be made a witness or is a necessary party in judicial proceedings relating to the arbitration.

c. Parties to proceedings governed by these rules shall be deemed to have consented that judgment upon the arbitration award may be entered in any federal or state court having jurisdiction thereof.

d. Neither the arbitration organization nor any arbitrator shall be liable to any party for any act or omission in connection with any arbitration conducted under these rules.

(Amended effective March 1, 2016.)

Rule 38. Confirmation, Vacation, Modification, or Correction of Award

The provisions of Minn. Stat. § 572B.01 through § 572B.31 shall apply to the confirmation, vacation, modification, or correction of award issued hereunder, except that service of process pursuant to Minn. Stat. § 572B.05 shall be made as provided in Rule 29 of these rules.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

Minnesota Statutes § 572 was repealed.

Rule 39. Administrative Fees

The initial fee is due and payable at the time of filing and shall be paid as follows: by the claimant, $60.00; by the respondent, $235.00. In the event that there is more than one respondent in an action, each respondent shall pay the $235.00 fee.

Upon review of a petition, if the arbitration organization determines that a claim was filed in error, the organization may require that payment of respondent's filing fee be assessed against the claimant.

The arbitration organization may, in the event of extreme hardship on the part of any party, defer or reduce the administrative fee.

(Amended effective April 1, 2025.)

Standing Committee Comments (2015)

The arbitration organization receives filings in error from time to time. In order to relieve the respondent from the cost of these errors, the amendment allows the arbitration organization to shift the administrative fee to the party responsible for the error.

Rule 40. Arbitrator, Motion, and Application Fees.

(a) Motion Fees: If prior to any scheduled hearing, a motion or application is brought for the arbitrator to decide (other than a motion to postpone a hearing), the following fees shall be paid:

1. The movant/applicant shall pay to (deposit with) the arbitration organization a motion fee in the amount of $175.00 at the time the movant submits its motion/application papers to the arbitration organization.
2. The party opposing the motion/application shall pay to (deposit with) the arbitration organization a motion fee in the amount of $175.00 at the time the opposing party submits its opposition/responsive papers to the arbitration organization.

Upon the arbitration organization's receipt of all papers and required motion fees from the parties, the arbitration organization shall deliver the submissions to the arbitrator. No motion shall be heard or decided by the arbitrator until all required fees have been deposited and papers submitted to the arbitration organization.

In the event there is no response to a motion (filed with the arbitration organization and for which a motion fee has been deposited) by the deadline to respond as set forth in the arbitration organization's written notice to the parties, the motion papers shall be submitted to the arbitrator for consideration.

For each motion in which there are submissions by both parties to the motion, the arbitrator shall be compensated $100.00 and the arbitration organization shall be compensated a $75.00 administrative fee. The arbitrator shall direct which party is responsible for the

arbitrator and administrative fees, which shall be paid from that party's previously deposited motion fee. The party not responsible for the arbitrator and administrative fees shall be refunded the motion fee that was previously deposited with the arbitration organization.

For each motion in which there is no response from the responding party, the arbitrator shall be compensated $50.00 for the motion and the arbitration organization shall be compensated a $75.00 administrative fee, which shall be paid from the moving party's deposited motion fee. The moving party may assert a claim at the hearing for the portion of the motion fee deposited with the arbitration organization that is not subject to refund from the arbitration organization.

In the event the arbitration organization is notified prior to submission to the arbitrator that the motion is withdrawn or resolved, the arbitration organization shall be compensated a $75.00 administrative fee, which shall be paid from the moving party's deposited motion fee. The remaining $100 shall be refunded to the moving party. The moving party may assert a claim at the hearing for the $75.00 administrative fee paid to the arbitration organization.

(b) In addition to compensation as in (a) above, except as otherwise provided by the Rules, an arbitrator shall be compensated for services and for any use of office facilities in the amount of $300 per case.

(c) If the arbitration organization is notified of a settlement or a withdrawal of a claim at any time up to 24 hours prior to the scheduled hearing, but after the appointment of the arbitrator, the arbitrator's fee shall be the sum of $50.00. If the arbitration organization is notified of a postponement, settlement or a withdrawal of a claim 24 hours or less prior to the scheduled hearing, the arbitrator's fee shall be $300.00. Unless the parties agree otherwise, the fee in a settlement shall be assessed equally to the parties, the fee in a withdrawal shall be borne by the claimant, and the fee in a postponement shall be borne by the requesting party. Regardless of the resolution of the case, the arbitrator's fee shall not exceed $300 and is subject to the provisions of Rule 15.

(d) An arbitrator serving on a court-ordered or party-consolidated glass case shall be compensated at a rate of $200.00 per hour.

(e) Once a hearing is commenced, the arbitrator shall direct assessment of the fee.

(Amended effective April 1, 2025.)

Standing Committee Comments (2015)

In response to Illinois Farmers Insurance Company v. Glass Service Co., 683 N.W.2d 792 (Minn. 2004), the No-Fault Standing Committee issued a resolution in which a rate of $200.00 per hour may be charged on court-ordered consolidated glass cases.

Standing Committee Comment (2019)

Rule 40(a) is rewritten now to establish the motion fee referenced in Rule 12(b)3 and the arbitrator's authority to direct which party's deposited motion fee will be used to pay the arbitrator and administrative fee in cases when there are submissions from both parties to the motion, with refund of motion fee deposit to the party(s) not responsible. The rule also provides that in cases where there is no response to the motion, the arbitrator is compensated $50.00 and the arbitration organization is compensated $25.00 from the moving party's motion fee, with refund of the remaining $50.00 to the moving party. As only one-half of the submissions are being considered by the arbitrator, arbitrator compensation for the motion is reduced by one-half. The moving party is entitled to bring a claim at the evidentiary hearing for the amount of the motion fee (deposited by not subject to refund from the arbitration organization) that is paid as arbitrator compensation and administrative fee. If the motion is withdrawn or resolved prior to submission to the arbitrator for consideration, then only the $25.00 administrative fee is nonrefundable.

The arbitration organization, in accordance with its customary procedures, shall issue compensation to the arbitrator and the arbitration organization along with applicable refund after the proceedings have concluded. The former Rule 40(b)-(d) are renumbered 40(c)-(e), respectively.

Rule 41. Rescheduling or Cancellation Fees

A party requesting to reschedule or cancel a hearing shall be charged a fee of $100.00, provided that the request does not fall within the provisions of Rule 40(b) that specifically address settlement or withdrawal.

(Amended effective March 1, 2016.)

Standing Committee Comments (2015)

Fees are at a flat rate of $100.00.

Rule 42. Expenses and Payment of Fees Invoiced by the Arbitration Organization

Generally each side should pay its own expenses. An arbitrator does, however, have the discretion to direct a party or parties to pay expenses as part of an award.

The arbitration organization shall charge simple interest at the rate of 15 percent per annum on fees assessed pursuant to Rule(s) 39, 40, and 41 but not paid within 60 days of the date of an invoice. The No-Fault Standing Committee is authorized to adopt by policy statement or resolution procedures to enforce payment of overdue Rule 39, 40, and 41 fees.

(Amended effective April 18, 2022.)

Rule 43. Amendment or Modification

The Standing Committee may propose amendments to these rules as circumstances may require. All changes in these rules and all other determinations of the Standing Committee shall be subject to review and approval by the Minnesota Supreme Court.

APPENDIX

Standards of Conduct

Minnesota No-Fault Arbitrators

Preamble

No-Fault Arbitrators, like judges, have the power to decide cases. Therefore, arbitrators undertake serious responsibilities to the public, as well as to the parties. In order for the system to succeed, the public must have the utmost confidence in the arbitration process and the arbitrators who serve on the No-Fault Panel. To this end, these Standards of Conduct for Minnesota No-Fault Arbitrators have been established by the No-Fault Standing Committee. The purpose of these Standards is to provide guidance in order to promote a fair, neutral, and impartial panel of arbitrators.

I. Integrity and Fairness

An arbitrator shall at all times act in a manner that promotes public confidence in the integrity and impartiality of the arbitration process.

A. An arbitrator has a responsibility not only to the parties but also to the process of arbitration itself, and must observe high standards of conduct so that the integrity and fairness of the process will be preserved. Accordingly, an arbitrator should recognize a responsibility to the public, to the parties whose rights will be decided, and to all other participants in the proceedings.

B. Arbitrators shall conduct themselves in a way that is fair to all parties and should not be swayed by outside pressure, public clamor, fear of criticism, or self-interest. Arbitrators shall avoid conduct and statements which give the appearance of partiality.

C. An arbitrator shall conduct the arbitration process in a manner which advances the fair and efficient resolution of the matters submitted for decision. An arbitrator shall make all reasonable efforts to prevent delaying tactics, harassment of parties or other participants, or other abuse or disruption of the arbitration process.

D. An arbitrator who withdraws prior to the completion of the arbitration, whether upon the arbitrator's initiative or upon the request of one or more of the parties, shall take reasonable steps to protect the interests of the parties in the arbitration, including return or destruction of evidentiary materials and the protection of confidentiality.

II. Disclosures

An arbitrator shall make a full and complete disclosure of any interests or relationships pursuant to Rule 10.

A. An arbitrator shall make all disclosures as required under Rule 10.

B. The obligation to disclose interests or relationships described in paragraph A is a continuing duty which requires the arbitrator to disclose, as soon as practicable, at any stage of the arbitration, any such interests or relationships which may arise, or which are called to the arbitrator's attention, or discovered.

C. Any doubts as to whether or not disclosure should be made shall be resolved in favor of disclosure.

III. Communications

An arbitrator shall avoid impropriety or even the appearance of impropriety in communicating with parties.

A. An arbitrator shall not discuss a proceeding with any party or attorney in the absence of any other party or attorney.

B. An arbitrator shall not have any direct communication other than what is prescribed in Rule 21.

C. If a party or attorney attempts to communicate directly with the arbitrator, the arbitrator shall notify the arbitration organization.

D. When an arbitrator communicates in writing with one party, the arbitrator shall at the same time send a copy of the communication to every other party.

IV. Hearing Proceedings

An arbitrator shall conduct the proceedings fairly and diligently.

A. An arbitrator shall conduct the proceedings in an even-handed manner. The arbitrator should be patient and courteous to the parties, their representatives, and the witnesses and should encourage similar conduct by all participants.

B. The arbitrator shall afford to all parties the right to be heard. The arbitrator shall allow each party a fair opportunity to present evidence and arguments.

C. If a party fails to appear after due notice, the arbitrator may proceed with the arbitration when authorized to do so, but only after receiving assurance that appropriate notice has been given to the absent party. Arbitrators must comply with Rule 22.

D. An arbitrator shall not exert pressure on any party to settle or to utilize other dispute resolution processes. An arbitrator shall not be present or otherwise participate in settlement discussions or act as a mediator unless requested to do so, in writing, by all parties and their representatives.

V. Decisions, Orders, and Awards

An arbitrator shall make decisions in a just, independent, and deliberate manner.

A. The arbitrator shall, after careful deliberation, decide only those issues submitted for determination.

B. An arbitrator shall decide all matters justly, exercising independent judgment, and shall not permit outside pressure or other considerations to affect the decision.

C. An arbitrator shall not delegate the duty to decide to any other person.

D. An arbitrator shall make a determination based on the evidence presented. An award must be supported by the evidence.

VI. Trust and Confidentiality

An arbitrator shall be faithful to the relationship of trust and confidentiality inherent in that office.

A. An arbitrator is in a relationship of trust to the parties and shall not, at any time, use confidential information acquired during the arbitration proceeding to gain personal advantage or advantage for others, or to affect adversely the interest of another.

B. The arbitrator shall keep confidential all matters relating to the arbitration proceedings and decision.

C. It is improper, at any time, for an arbitrator to inform anyone of any decision in advance of the time it is given to all parties. After an arbitration award has been made, it is improper for an arbitrator to assist, in any way, in proceedings to enforce or challenge the award.

VII. Time and Availability

An arbitrator shall devote the time and attention to each case in order to promote efficiency.

A. An arbitrator shall promptly schedule and be prepared for hearings.

B. An arbitrator shall not delay the process and shall not postpone a hearing, except for good cause.

C. An arbitrator shall promptly file decisions of any pending issues and shall issue an award within 30 calendar days of the closure of the record.

VIII. Arbitrator Qualifications

An arbitrator must continue to meet the qualifications under Rule 10 in order to serve on the Minnesota No-Fault Panel.

A. In accordance with Rule 10, a lawyer or retired judge must be in "good standing." A lawyer is in good standing if the lawyer meets the qualifications for "active status" or "inactive status" under Rule 2.A or 2.B of the Rules of the Supreme Court on Lawyer Registration. A determination by the Minnesota Supreme Court in a disciplinary proceeding commenced by the Office of Lawyers Professional Responsibility or the Minnesota Board on Judicial Standards that the lawyer or judge shall be disbarred, involuntarily retired, suspended, or placed on disability status is conclusive and will not be reconsidered by the No-Fault Standing Committee.

B. An arbitrator shall be faithful to the law and shall maintain professional competence in it.

1. An arbitrator's conviction of a felony or a crime that involves fraud or dishonesty is evidence of not being faithful to the law.

   a) The No-Fault Standing Committee may consider evidence of such a conviction as grounds to suspend and/or recommend removal from the panel.

   b) Notwithstanding the foregoing, if the Minnesota Supreme Court determines through a disciplinary proceeding commenced by the Office of Lawyers Professional Responsibility or the Minnesota Board on Judicial Standards that despite such conviction, an arbitrator is not disbarred or suspended, the result of which is that the arbitrator may remain in "good standing" at least as to the requirements under Rules 2.A(3) and 2.B(3) of the Minnesota Supreme Court Rules on Lawyer Registration, said determination shall be a final determination that the arbitrator is faithful to the law.

2. The No-Fault Standing Committee may place an arbitrator charged with a felony or a crime that involves fraud or dishonesty on temporary inactive status.

C. An arbitrator shall file a timely and accurate recertification form on an annual basis.

D. An arbitrator shall provide evidence of qualifications upon request by the arbitration organization, No-Fault Standing Committee, or Minnesota Supreme Court.

IX. Enforcement Procedures

Preamble

No-Fault Arbitrators are given broad discretion to make decisions and oversee the No-Fault arbitration process. Therefore, in order to ensure the protection of the public, an arbitrator who violates the above Standards is subject to the procedures outlined below.

Application: Inclusion on the No-Fault Panel of Arbitrators is a conditional privilege, revocable for cause.

Scope: These procedures apply to complaints against any No-Fault Arbitrator who has been approved to serve on the No-Fault Panel by the Minnesota Supreme Court, as well as those conditionally approved by the No-Fault Standing Committee.

A. Complaint

1. A complaint must be in writing, signed by the complainant and filed with the arbitration organization. The complaint shall identify the arbitrator and the basis for the complaint.

2. Alternatively, if the arbitration organization becomes aware of a violation of these Standards of Conduct and is unable to remedy such violation, the organization shall notify the No-Fault Standing Committee as outlined in these procedures.

3. The arbitration organization shall provide a copy of the complaint and supporting documents to the arbitrator.

4. The arbitration organization shall notify the No-Fault Standing Committee, which will assign an investigative member or members to investigate the allegation(s).

B. Investigation

1. The assigned committee member(s) will undertake such review, investigation, and action as it deems appropriate. In all such cases, the member(s) will contact the arbitrator and complainant to review the allegations and may request additional notes, records, or recollection of the arbitration process. It shall not be considered a violation of these Standards for the arbitrator to make such disclosures as part of the investigation. The member(s) may also request the arbitration organization disclose any records pertinent to the investigation.

2. Once the investigation has been completed, the member(s) will draft a written memorandum, which shall include findings, conclusions, and recommendations. This memorandum will be provided to the full Committee at the next quarterly meeting.

3. If the recommendation is for removal, suspension, or a public reprimand, the arbitrator shall be notified, and shall have the right to appear before the No-Fault Standing Committee prior to deliberations on the complaint.

4. The No-Fault Standing Committee shall review the memorandum and determine whether the allegation(s) constitute a violation of the Standards of Conduct, and if so, determine what sanction(s) would be appropriate. The Committee shall select a member to draft a Notice of the Committee's decision. The decision must include the findings, conclusions, and sanctions, if any.

5. The arbitration organization shall circulate the Notice to the arbitrator and complainant.

C. Sanctions

The No-Fault Standing Committee may impose sanctions, including, but not limited to:

1. Removal from the Panel with set conditions for reinstatement, if appropriate. Should the Committee determine that removal is appropriate, such recommendation will be made to the Minnesota Supreme Court;

2. Suspension for a period of time;

3. The issuance of a public reprimand. The reprimand will be posted on the arbitration organization's Web site, which shall include publishing the arbitrator's name, a summary of the violation, and any sanctions imposed. The public reprimand may also be published elsewhere;

4. The issuance of a private reprimand;

5. The provision of "Best Practices" Information;

6. The imposition of retraining requirements;

7. Supervision of the arbitrator's service for a period of time by a designee of the No-Fault Standing Committee; and

8. The notification of any professional licensing authority with which the arbitrator is affiliated, of the complaint and its disposition.

D. Request for Appearance

If the recommendation by the investigative member(s) is to remove, suspend, or issue a public reprimand, an arbitrator may make a written request to the arbitration organization to appear before the No-Fault Standing Committee. After the arbitrator has been notified of the recommendation, the arbitrator has 15 calendar days from the date of the notice to request an appearance.

E. Request for Reconsideration

If the No-Fault Standing Committee finds a violation of the Standards of Conduct for Minnesota No-Fault Arbitrators, the arbitrator may request in writing reconsideration of the findings, conclusions, and sanctions. The request shall be submitted within 14 days after the arbitrator has been notified of the findings, conclusions, and sanctions. The request shall be no longer than 2 pages in length, a copy of which must be sent to the complainant. Complainants may file a response of no longer than 2 pages in length within 7 days of notification of the arbitrator's request. The No-Fault Standing Committee shall address reconsideration requests in a timely manner. Requests for reconsideration will only be granted upon a showing of compelling circumstances.

F. Review Hearing.

1. *Request for Hearing*. The arbitrator shall have 28 days after the arbitrator has been notified of the No-Fault Standing Committee's findings, conclusions, and sanctions, or 28 days from the date of the final resolution of a Request for Reconsideration, whichever is later, to request a hearing. The request for a hearing shall be in writing and be submitted to the No-Fault Standing Committee. The hearing will be de novo and will be limited to the arbitrator's violations of the Standards of Conduct for Minnesota No-Fault Arbitrators as found by the No-Fault Standing Committee.

2. *Appointment of the Referee*. The State Court Administrator's Office shall notify the Supreme Court of the request for hearing. The court shall appoint a referee to conduct the hearing. Unless the court otherwise directs, the proceedings shall be conducted in accordance with the Minnesota Rules of Civil Procedure and Minnesota Rules of Evidence and the referee shall have all powers of a district court judge. All prehearing conferences and hearings shall be held at the Minnesota Judicial Center, shall be recorded electronically by staff of the State Court Administrator's Office, and shall not be accessible by the public.

3. *Timing of Prehearing Conference*. The referee shall schedule a prehearing conference within 28 days of being appointed. Notice of this prehearing conference shall be sent to the arbitrator and the No-Fault Standing Committee.

4. *Right to Counsel*. An attorney designated by the State Court Administrator's Office shall represent the No-Fault Standing Committee at the hearing. The arbitrator shall have the right to be represented by an attorney at the arbitrator's expense.

5. *Settlement Efforts*. At the prehearing conference, the referee should encourage alternative dispute resolution between representatives of the No-Fault Standing Committee and the arbitrator.

6. *Discovery, Scheduling Order*. At the prehearing conference, discovery shall be discussed. The parties shall have the right to conduct discovery, which must be completed within the time limits as set by the referee. The referee will issue a scheduling order setting forth the extent and scope and time for discovery. The scheduling order will set the hearing date and deadlines for the exchange of witness and exhibit lists. The referee may issue subpoenas for the attendance of witnesses and production of documents or other evidentiary material.

7. *Burden of Proof*. At the hearing, the No-Fault Standing Committee has the burden to prove by clear and convincing evidence that the arbitrator committed a violation of the Standards of Conduct for Minnesota No-Fault Arbitrators.

8. *Order*. Within 60 days of the closing of the record, the referee shall issue written findings and conclusions as to whether there was a violation of the Standards of Conduct for Minnesota No-Fault Arbitrators. Copies of the decision

shall be sent to the complainant, the arbitrator, the arbitration organization, and the No-Fault Standing Committee. If the referee determines that there is a violation of the Standards of Conduct for Minnesota No-Fault Arbitrators, the referee may impose the following sanctions:

(A) Removal from the Panel with set conditions for reinstatement, if appropriate. Should the Committee determine that removal is appropriate, such recommendation will be made to the Minnesota Supreme Court;

(B) Suspension for a period of time;

(C) The issuance of a public reprimand. The reprimand will be posted on the arbitration organization's Web site, which shall include publishing the arbitrator's name, a summary of the violation, and any sanctions imposed. The public reprimand may also be published elsewhere;

(D) The issuance of a private reprimand;

(E) The provision of "Best Practices" Information;

(F) The imposition of retraining requirements;

(G) Supervision of the arbitrator's service for a period of time by a designee of the No-Fault Standing Committee;

(H) The notification of any professional licensing authority with which the arbitrator is affiliated, of the complaint and its disposition; and

(I) The requirement of the arbitrator to pay costs and disbursements and reasonable attorney fees in those cases in which it is determined that the arbitrator acted in bad faith in these proceedings.

G. Final Decision.

The decision of the referee is final.

H. Confidentiality

All files, records, and proceedings of the No-Fault Standing Committee which relate to or arise out of any complaint shall be confidential, except:

1. As between Committee members and the arbitration organization;

2. As otherwise required by law, by rule, or by statute.

If the Committee designates a sanction as public, the sanction and the grounds for the sanction shall be of public record, but the Committee's file shall remain confidential. Confidential documents, memoranda, and communications shall include the deliberations, mental processes, and communications of the Committee and arbitration organization.

I. Immunity

The members of the No-Fault Standing Committee and the arbitration organization shall be immune from suit for any conduct in the course of their official duties.

(Amended effective January 1, 2023.)