

**NEW YORK MOTOR VEHICLE NO-FAULT INSURANCE LAW
LUMP-SUM SETTLEMENT AGREEMENT**

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DATE	POLICYHOLDER	POLICY NUMBER	DATE OF ACCIDENT	CLAIM NUMBER
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_____ OF _____
NAME OF APPLICANT FOR BENEFITS ADDRESS OF APPLICANT

has applied to _____
Name and address of Insurer or self-insurer

for benefits for loss of earnings from work sustained as a result of injury arising out of the use or operation of a motor vehicle.

Dr. _____ OF _____
NAME ADDRESS

has examined the applicant and has certified in a report executed on _____, a copy of which is annexed to this Agreement, that in his medical judgment the applicant's injury will result in a period of disability which will extend for at least 3 years beyond the date of the accident causing the injury. Such report further certifies that a lump-sum settlement of the applicant's loss of earnings from work will be of material benefit to the applicant occupationally and from a rehabilitative standpoint.

The sole obligation of _____ for the applicant's loss of earnings from work, for a projected period
Name of Insurer or Self-Insurer

of disability from the date of this agreement of _____ years, _____ months, shall be the payment of \$ _____, which is the present value of such loss of earnings from work which would otherwise have been payable during this period computed on the basis of a 6 percent annual interest factor and any other applicable offsets, and subject to the provisions of Article 51 of the New York Insurance Law and any applicable policy endorsements. A worksheet setting forth the assumptions and computations utilized in deriving the lump-sum settlement value is attached.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR COMMERCIAL INSURANCE OR A STATEMENT OF CLAIM FOR ANY COMMERCIAL OR PERSONAL INSURANCE BENEFITS CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, AND ANY PERSON WHO, IN CONNECTION WITH SUCH APPLICATION OR CLAIM, KNOWINGLY MAKES OR KNOWINGLY ASSISTS, ABETS, SOLICITS OR CONSPIRES WITH ANOTHER TO MAKE A FALSE REPORT OF THE THEFT, DESTRUCTION, DAMAGE OR CONVERSION OF ANY MOTOR VEHICLE TO A LAW ENFORCEMENT AGENCY, THE DEPARTMENT OF MOTOR VEHICLES OR AN INSURANCE COMPANY, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE VALUE OF THE SUBJECT MOTOR VEHICLE OR STATED CLAIM FOR EACH VIOLATION.

DATE

SIGNATURE OF APPLICANT OR APPLICANT'S
AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE OF REPRESENTATIVE OF INSURER

The agreement executed above must be approved either by a court of competent jurisdiction or by an arbitrator. If an arbitrator's approval is requested, the arbitrator must complete the following for the Lump-Sum Settlement Agreement to be valid:

I, _____, as Arbitrator appointed pursuant to the provisions of the New York Comprehensive
NAME OF ARBITRATOR

Motor Vehicle Insurance Reparations Act, having reviewed the foregoing application and supporting documents, do hereby approve the lump-sum settlement agreed to herein and do direct that it shall be paid.

DATE

SIGNATURE OF ARBITRATOR

*LANGUAGE TO BE FILLED IN BY INSURER OR SELF-INSURER.
NYS FORM NF-12 (Rev 1/2004)